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Records of Fort St. George

PLEADINGS IN THE MAYOR'S COURT 1731-32

Volume I

XXVII-A
281

MADRAS
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS
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Records of Fort St. George

PLEADINGS IN THE MAYOR'S COURT
1731-32

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25 MAY 1937
MADRAS

Volume I

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1936

PREFATORY NOTE

This volume is the first of the series known as 'Pleadings in the Mayor's Court' of Mayor's Court Records and pertains to the years 1731–32.

The manuscript volume has been mended and is in a fair state of preservation.

EGMORE,
18*th* *September* 1936.

B. S. BALIGA,
Curator, Madras Record Office.

RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT 1731-32

(VOLUME No. 1)

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your orators the Minister and Church wardens of the Parish Church of S^t^. Marys in Madras that Periatombe Chittee now or Late of Fort S^t^. George merchant Did Borrow and Receive of and from Maungatee Verago Permaul now being and Residing in Madrass the sum of Two hundred Pagodas for securing the Repayment of which sum to the said Maungatee Verago Permaul he the said Periatombe Chittee Did make and give to the said Maungatee Verago Permaul one Deed of assignment under his hand Bearing Date the 27th. Day of August which was in the year of our Lord 1729 and Did thereby mortgage and make over unto the said Maungatee Verago Permaul a house and Ground situate in the Mootal Pettah in Chittee Street to hold to the said Maungatee Verago Permaul his heirs and assigns for ever in which said assignment is contained a Proviso for making void the same on payment of the said sum of Two hundred Pagodas and Interest on Demand as by said assignment Ready to be Produced as this Honble. Court shall Direct will appear and your Orators shew that the said Maungatee Verago Permaul did by endors-[ing] on the before mentioned assignment in consideration of the said sum of Two hundred Pagodas to him Paid by your Orators assign and make over unto your orators the within written assignment and all Benefit and advantage which he the said Maungatee Verago Permaul might or should obtain thereby as by the said endorsement under the hand of the said Maunga[tee] Verago Permaul Bearing Date the 28th. Day of October 1729 Read[y] to be Produced as this Honble. Court shall Direct will appear and your Orators shew that they have frequently Demanded payment of the said sum of Two hundred Pagodas and Intere[st] from the said Periatombe Chitty and Maungattee Verago Perm[aul] but hitherto without Effect To the end therefore that the sa[id] Periatombe Chitty and Maungatee Verago Permaul may upon their severall Corporal oaths true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orators the said sum of Two hundred Pagodas and the Interest Due thereon and that in Default thereof the mortgaged Premises, may be sold and the money arising by such sale may be Paid to your Orators in Discharge of their said Demand and that your orators may have such further and other Relief in the Premises as shall be agreable to Equity and good conscience. **Decr. 3^D^. 1731.**

W^m^. Termin
Attorney for the Complainants.

Mayors Court at Madrasspatnam.

Fryday the 24th. of Decem^r^. Anno Domini 1731 Between the Minister and Church wardens of S^t^. Marys Church in Fort S^t^. George Compl^tts^. and Maungatee Verago Permaul and Periatombe Chitty of said Place Merchants Defendants.

Upon Reading the Plantiffs Petition and also one Mortgage Bond under the hands and seals of the Defendants Dated the 27th. Day of August 1729 and the Defendants being present in Court and acknowledging the Execution thereof and

the Justness of the Plffs. Demand This Court Doth think fitt to order and Decree and doth accordingly order and Decree that the Defendant Do pay unto the Plantiffs the sum of Two hundred Pagodas being the Principal money Due on the said Bond and further such Interest as now Remains Due thereon after the Rate of Eight ℔ Cent ℔ annum together with their costs of suit.

℔ Cur.

To the Honble. the Mayors Court
at Madrasspatnam.

Decr. 3d 1731.

Humbly complaining sheweth unto this Honble. Court your Orators The Minister and Church wardens of the Parish Church of St. Marys in Madrass That Trevengalum now being and Residing in Madrass Did take up and Receive of and from your Orators the sum of Two hundred fifty Pagodas for securing the Repayment of which sum to your Orators he the said Trevengalum Did by writing under his hand and seal Bearing Date the seveenteenth of July which was in the year of our Lord 1730 Bargain and sell to your Orators all that his house and Ground scituate in the Peddenaigues Pettah in the Chief Peons street in the said assignment Particularly Described To hold to your Orators and their Successors for ever. In which said assignment is contained a Proviso for making void the same on payment of the said sum of Two hundred fifty Pags. with Interest after the Rate of Eight ℔ cent ℔ annum when the same should be Demanded as by the said assignment Ready to be Produced as this Honble. Court shall Direct will appear and your Orators shew that they have frequently applyed to the said Trevengalum for Payment of the said sum of Two hundred fifty Pagodas and the Interest Due thereon But hitherto without Effect To the end therefore that the said Trevengalum may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator's the said sum of Two hundred and fifty Pagodas and the Interest Due thereon and that in Default thereof the mortgaged Premises may be sold and the money arising by such sale may be paid to your Orators in Discharge of their said Demand and that your Orators may have such further and other Releif in the Premises as shall be agreeable to Equity and good Conscience.

℔ Cur.

Mayors Court at
Madrasspatnam.

Fryday the 24th. Decemr. Anno Domini 1731
Between the Minister and Church Wardens of St. Marys Church in Fort St. George complainants and Trevengalum of said Place Conicoply Defendant.

Upon Reading the Plantiffs Petition and also one Mortgage Bond under the hand and seal of the Defendant Dated the 17th. day of July 1730 and the Defendant being Present in Court and acknowledging the Execution of said Bond and the Justness of the Plantiffs Demand This Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiffs the sum of Two hundred and fifty Pags. being the Principal money Due on the said Bond with Interest after the Rate of Eight ℔ cent ℔ annum from the Date thereof together with their costs of suit.

℔ Cur.

To THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orators the Ministers and Church wardens of the Parish Church of St. Marys in Madrass That Tellesinga Cook now being and Residing in Madrass Did take up and Receive of and from Richard Benyon of Fort St. George Merchant the sum of Two hundred Pagodas for securing the Repayment whereof he the said Tellesinga Did by one Deed of assignment under his hand Bear Seal Bearing Date the 23d. Day of August which was in the year of our Lord 1720 assign and make over unto the said Richard Benyon All those his Three houses and Ground Scituate in the Paddenaigues Petta in Tombe Ramah Alley in the said assignment more Particularly Described To hold to the said Richard Benyon his heirs and assigns for ever in which said assignment is contained a Proviso for making void the same on Payment of the said sum of Two hundred Pagodas with Interest after the Rate of Eight ꝑ cent ꝑ annum at or before the Expiration of eight months from the Date thereof as by the said assignment Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that the said Richard Benyon by endorsement on the Before mentioned assignment Did Declare that the same was taken by him for and on your Orators account as by the said endorsement under the hand of said Richard Benyon will appear and your Orators shew that they have frequently Demanded payment of the said sum of Two hundred Pagodas and the Interest Due thereon But now so it is that the said Tellesinga Refuses to Discharge his said engagements to your Orators To the end therefore that the said Tellesinga may upon his Corporal oath true And Perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the said sum of Two hundred Pagodas and the Interest Due thereon and in Default thereof that the mortgaged Premises may be sold and the money arising by such sale may be Paid to your Orators in Discharge of their said Demand and that your Orators may have such further and other Releif in the Premises as shall be agreeable to Equity and Good Conscience.

WM. TERMIN,
Attorney for the Complainants.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 24th. of Decemr. Anno Domini 1731 Between the Minister and Church wardens of St. Marys Church in Fort St. George Complainants and Tellesinga of said Place Cook Defendant.

Upon Reading the Plantiffs Petition and also one Mortgage Bond under the hand and seal of the Defendant Dated the 23d. Day of August 1720 and the Defendant being Present in Court and acknowledging the Execution of said Bond and the Justness of the Plantiffs Demand This Court doth think fitt to order and Decree and Doth acordingly order and Decree That the Defend[ant] Do pay unto the Plantiffs the sum of Two hundred Pagodas being the Principal money Due on the said Bond with the Interest Remaining Due thereon together with their costs of suit.

ꝑ CUR.

To the Honble. the Mayors Court
at Madrasspatnam.

Decr. 24th. 1731.

Humbly complaining sheweth unto this Honble. Court your Orator Gengaram of Fort St George Merchant that Calliaum Bauca Dashapah Chittee and Moota Marr Chittee now Being and Residing in Madrass being Partners and Joint Dealers together in trade Did Purchase of your Orator a Parcel of Broad cloth to the amount of Five hundred and Eighty eight Pagodas for securing the Repayment whereof the said Calliam Bauca Dashapa Chittee and Narnavarum Cundapa Chittee Did sign and give to your Orator one Cadjan Note or writing Bearing Date the seventh Day of January which was in the year of our Lord 1724 thereby Promising to Repay the said sum of Five hundred Eighty eight Pagodas with Interest after the Rate of nine ꝑ cent ꝑ annum at or before the expiration of Twelve months to be accounted from the Date thereof as by Translate of said note Ready to be Produced as this Honble. Court shall award will appear and your orator shews that sometime after the said Calliam Bauca Dashapath Chitty and Moota Mar Chitty Did Purchase of your Orators another parcel of Broad cloth to the amount of one hundred Eighty seven Pag^{s}. and eighteen fannams for securing the Repayment thereof the said Calliam Bauca Dashapa Chittee and Narnavarum Ranga Chittee Did make and give to your Orator one other Cadjan note under their hands Bearing Date the Eighth Day of May which was in the year 1725 thereby Promising to pay the said sum of one hundred Eighteen fannams to your Orator on or before the Expiration of ten months from the Date of the said note as by Translate thereof Ready to be Produced as this Honble. Court shall award will apear and your Orator further shews that the said Calliam Bauca Dashapa Chittee and Moota Mar Chittee Did also Purchase of your Orator one other Parcel of Broad cloth to the amount of one hundred Eighty nine Pagodas and for securing the Payment thereof to your Orator the said Calliam Bauca Dashapa Chittee and Narnavarum Cundapa Chittee did make and give to your Orator one other Cadjan note or writing Bearing Date the nineteenth Day of June which was in the year 1725 thereby Promising to Repay the sum of one hundred Eighty nine Pagodas to your orator at or before the Expiration of ten months from the Date of said note as by Translate of said note Ready to be Produced as this Honble. Court shall Direct will appear and your orator further shews that the said Calliam Bauca Dashapah Chittee & Moota Mar Chitty Did also Purchase of your orator one other Parcel of Broad cloth to the amount of Five hundred fifty seven Pagodas Twenty two fannams and forty Cash for securing the Payment whereof the said Calliam Bauca Dashapah Chittee and Narnavarum Ranga Chitty Did make and give to your orator one other Cadjan note Bearing Date the second Day of March which was in the year 1725 thereby Promissing to pay the said sum of Five hundred fifty seven Pagodas Twenty two fannams and forty cash with Interest after the Rate of nine ꝑ cent ꝑ annum to your Orator at or before the Expiration of Thirteen months and an half from the Date of the said note as by Translate of said note Ready to be Produced as this Honble Court shall Direct will appear and your Orator shews that he hath Received the sum of Four hundred Pagodas from the said Calliam Bauca Chittee in Part the Principal and Interest Due on the said several notes and hath frequently apply[ed] to the said Calliam Bauca Dashapa Chittee Moota Mar Chittee and Narnavarum Ranga Chittee for Payment of the Residue thereof But now so it is may it Please this Honble. Court that they severally Refuse to Discharge their said engagements to your Orator To the end therefore that the said Calliam Bauca Dashapa Chittee Moota Mar Chitty Narnavaram Cundapah Chittee and Narnavaram Ranga Chittee may upon their Corporal oaths true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the Principal and Interest Remaining Due on the said several notes and that your orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good conscience.

W^{m}. Termin,
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 24th. day of Decemr. Anno Domini 1731 Between Gengaram of Fort St. George Merchant Complainant and Calliam Bauca Dashapa Chittee Narnavarum Rauga Chittee Moota Mar Chittee & Narnavarum Cundapa Chittee Merchants Defendants.

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hands of the Defendants Dated the seventh day of January 1724 and also one other Bond Dated the Eighth Day of May 1725 and also Translate of one other Bond Dated the 19th. Day of June 1725 and also Translate of one other Bond Dated the second Day of March 1725 and the Defendants Calliam Bauca Dashspa Chittee & Narnavarum Rauga Chittee appearing in Court and acknowledging the Execution of the said several Bonds and the Justness of the Complainants Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendants Do pay unto the Plantiff the sum of one thousand six hundred and four Pagodas Twenty four fannams and Thirty Eighty Cash being the Principal and Interest Remaining Due on the said several Bonds together with his Costs of Suit.

℘ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

MAY 18TH. 1731

Humbly complaining sheweth unto this Honble. Court your Orator Francis Rous of Fort St. George Merchant that John Tavarese Late of Fort St. George aforesaid intending on a voyage to Manila Did take up and Receive of your Orator the sum of Four hundred Pagodas Currant of Madrass and for securing the Repayment thereof he the said John Tavarese Did become Bound to your Orator in one Bond or obligation Bearing Date. The fifteenth Day of July 1725 with condition thereunder written for making void the same on payment of the sum of Four hundred seventy two Pagodas as by the said obligation and condition Relation being thereunto had will appear and your Orator shews that he hath often Demanded Payment of the said sum from the said John Tavarese but without Effect Therefore that the said John Tavarese may answer the Premises and be Decreed to pay your orator the Principal and Interest Remaining Due on the said Bond and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and Good Conscience.

℘ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

The humble Petition of the subscribed Creditors of Jean Tavarese of Fort St. George merchant now Residing at Manila.

SHEWETH That your Petitioners Hoping in time to Receive satisfaction from their said absent Debtor and being unwilling to Lay hold on the small Effects which appear to belong to him at this Place & thereby Distress his family without any considerable Benefit accruing to your Petitioners thereby your said Petitioners Do therefore most humbly Pray that this Honble. Court will in consideration of their number and the sum of Circumcirca Pagodas 7000 Principal money owing to them by the said John Tavarese suspend Judgment in any suit that has been or may be Preferred against him by any one or more of his Creditors until the underwritten creditors have Time allowed them to Preferr their Bills in this Honble. Court to Prove their Credits and to be admitted to a Just and equitable Dividend of the said Tavarese's Estate.

And your Petitioners shall ever Pray &ca.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 7th. Day of January Anno Domini 1731 *Ex parte* Francis Rous & &ca. Creditors of John Tavarese.

Whereas on or about the 18th. Day of May Last the said Francis Rous Preferred his Petition to this Court therein setting forth That in July 1725 the said John Tavarese being Bound on a voyage to Manila from the port of Madrass Did Borrow of him the said Francis Rous the sum of 400 Pagodas and for securing the Repayment of the said sum he the said John Tavarese Did sign and execute one Bond or obligation Dated the 15th. day of July 1725 with condition thereunder written for making void the same on Payment of the sum of 472 Pagodas at a time therein Limited That sometime after the Execution of the said Bond the said John Tavarese Proceeded on his voyage to Manilha where he hath continued to Reside ever since But that sundry effects belonging to him were now in this Place and Praying Relief touching the Premises whereupon summons issued under seal of this Court Commanding the said John Tavarese to appear and answer said Complaint on the 25th. Day of the same month of May at which time the Sheriff Returned the said summons endorsed *non est Inventus* and on the 27th. Day of the same month a warrant of arrest issued Returnable on the 4th. Day of June on which Day the Sheriff Returned the said Warrant endorsed *non est Inventus* whereupon on the 8th. Day of the said month of June at the Request of the said Francis Rous (he having made oath that he had not Received any satisfaction or security for his said Debt other than the Beforementioned Bond) a Warrant under seal of this Court issued Directed to the Sheriff of Fort St. George and Town of Madrasspatnam Returnable on the 8th. Day of July then next ensuing commanding him thereby to sequester the Goods chattles and effects of the said John Tavarese within his Districts and whereas on the 29th. Day of the said month of June several other Creditors of the said John Tavarese Preferred their Petition in this Court thereby Praying that they might be admitted to an equal Dividend of the Estate of the said John Tavarese and whereas on the [*lacuna*] Day of [*lacuna*] Last past the Sheriff Did make Return of the said warrant and Did certify that he had by virtue thereof sequestred one house and Ground Scituate in the Black Town the Estate of the said John Tavarese. This Court taking the Premises into consideration Doth think fitt to order and Decree and doth accordingly order and Decree That the said house and Ground be forthwith sold and the money arising by such sale Paid and Divided to and amongst the said Francis Rous and the several other Creditors of the said John Tavarese in Proportion to their Respective Demands.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

JUNE 29TH. 1731.

Humbly complaining sheweth unto this Honble. Court your Orator Sunca Vencatachilum of Fort St. George Merchant That Trevengalum Rangoma and Ramangaluma having occasion for a sum of money applyed themselves to your Orator Requesting him to advance the same whereupon your Orator did advance and Lend unto the said Trevengalum Rangoma and Ramangaluma the sum of one hundred Twenty five Pagodas current of Madrass for securing the Repayment whereof they the said Trevengalum Rangoma and Ramangaluma Did by writing under their hands Bearing Date the Twenty seventh Day of November which was in the year 1728 in consideration of the said sum of one hundred Twenty five Pagodas convey & assign to your Orator all that their Garden and peice of Ground Thereto adjoining in the said assignment Particularly Described To hold unto your Orator his heirs and assigns forever In which said assignment is contained a Proviso for making void the same on Payment of the sum of one hundred Twenty five Pagodas with Interest after the Rate of Eight ℔ cent ℔ annum within six months from the Date thereof as by the said assignment Ready to be Produced as this Honble. Court shall award will appear and your Orator shews that the time for Payment of the money Due on the Before Recited assignment being Long since Past your Orator hath frequently applyed by himself and agents to the said

Trevengaluma Rangoma and Ramangaluma to Discharge the same but now so it is may it Please this Honble. Court that the said Trevagalum Rangoma and Ramangaluma absolutely Refuse to comply with their said engagements so entered into with your Orator as aforesaid To the end therefore that the said Trevengalum Rangoma and Ramangaluma may upon their Corporal oath True and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the said sum of one hundred Twenty five Pagodas and the Interest Due thereon & that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and Good conscience.

W^M^. TERMIN.
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 14th. Day of January Anno Domini 1731. Between Sunca Vencatachilum of Fort S^t^. George merch^t^. complainant and Trevengalu Rangoma and Ramangaluma Defendants.

Upon Reading the Plantiffs Petition and also one Bond of assignm^t^. under the hands and seals of the Defendants Dated the 27th. Day of Novr. 1728 and it appearing to the Court that the Defendants had been several times summoned to appear and answer the Plantiffs Bill and they willfully neglected so to Do This Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree that the Defendants Do pay unto the Plantiff the sum of one hundred Twenty five Pagodas being the Principal Due on the said Bond with Interest for the same after the Rate of Eight ℘ cent ℘ annum from the Date thereof together with his costs of suit.

TO THE HON^BLE^. THE MAYORS COURT AT MADRASSPATNAM. OCT^R^. 12TH. 1731.

Humbly complaining sheweth unto this Honble. Court your Orator James Macrae Esqr. That your Orator Did sometime in the year 1726 advance unto Poncala Kisnah Somadrue Moodelaire and Chinee Cootee Chittee all three Merchants now Residing in this Place the sum of Two thousand ninety three Pagodas seventeen fannam and seventy six cash with orders and Directions to purchase a certain Quantity of Chank therewith for your Orators account & use and your Orator shews to this Honble. court that they the said Poncala Kisnah Somadrue Moodelaire and Com Chittee Did not make any such Purchase as aforementioned but Retained and appropriated the said sum to their own use and Benefit dividing the same equally among themselves and your Orator further shews to this Honble. Court that the said Poncala Kisnah hath since payed and Discharged to your Orators attorney John Roach Esqr. one third Part or Moiety of the aforesaid sum amounting to six hundred ninety seven Pagodas Thirty fannams wherewith your Orator is well satisfyed But now so it is may it Please this Honble. Court that your Orators said attorney having also Demanded Payment from the said Somadrue and Chinee Cootee Chittee their Respective and equal shares of the same they the said Somadrue and Chinee Cootee Chittee Do still continue to put off and Delay such Payment To the end therefore that the said Somadrue Moodelaire and Chinee Cootee Chittee and each of them may upon their and each of their Corporal oaths true and perfect answer make to all and every the matters and things herein stated and that each of them may be Decreed to pay unto your orators said attorney the sum of six hundred ninety Pagodas Thirty fanams being each of their Respective shares or Proportion of the sum of Two thousand ninety Pagodas seventeen fannams and seventy six cash so advanced by your Orator as aforesaid together with accustomed Interest thereon.

H. RUMBOLD.
Attorney for the Complainants.

Novr. 16 1731.

THE ANSWER of Somadrue Moodelaire of Fort St. George Merchant one of the Defendants to the Bill of Complt. of James Macrae Esqr. Complainant.

This Defendant saving and Reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the Errors uncertaintys and imperfections in the complainants said Bill of complaint contained for answer thereto or unto so much thereof as this Defendant is advised Doth materially concern him this Defendant to make answer unto he answereth and saith He Doth Deny that in the year 1726 or at any other time the complainant Did advance to this Defendant together with Chinee Cootee Chittee one other Defendant in the Bill named and Poncala Kistna the sum of Two thousand and ninety three pagodas seventeen fannams and seventy six cash or any other sum of money to be invested by him this Defendant in the Purchase of Chank for the complainants account or that this Defendant Did appropriate the same or any Part thereof to the use of him this Defendant and this Defendant saith he hath been informed and Beleives that the said other Defendant Chinee Coota Chittee and Poncala Kistna Did sometime in the year 1726 make a contract or agreemt. with the factor or Agent of the Chief of Nagore for the Purchase of a considerable Quantity of chank and Did advance and pay to such factor or Agent in money and Goods to the amount of Two Thousand Pagodas for that Purpose and this Defendant saith that the complainant having notice of making such contract by the said other Defendant Chinee Cootee Chittee and Poncala Kistna Did send for them the said Chinee Cootee Chitty and Poncala Kistna and insist to have the said contract assigned and made over to him the complainant whereto the said Chinee Cootee Chitty and Poncala Kisna Did agree and thereupon the said Complainant Did advance and pay to them the said Chinee Cootee Chitty and Poncala Kisna the sum of Five thousand Pagodas to be employ'd for the Purpose aforesaid and this Defendant saith that upon Receipt of the said Five thousand Pagodas they the said Chinee Cootee Chitty and Poncala Kisna Did Reimburse themselves the Five thousand Pagodas by them advanced as aforesaid But the said Chinee Cootee Chitty and Poncala Kisna Refusing to send the Remaining three Thousand Pagodas to Nagore at their charge and Risque Goodah Ancona then Dubash to the complainant to whom this Defendant was also a servant Did order this Defendt. to make up the said Three Thousand Pagodas in six Baggs and send the same to Nagore by the Companys Peons which orders were accordingly complyed with by this Defendant and this Defendant saith that at the time the said Chinee Cootee Chittee and Poncala Kisna Received the said sum of Five thousand Pagodas from the Complainant they the said Chinee Cootee Chittee and Poncala Kisna Prevailed with this Defendant to sign the Receipt Jointly with them to the complainant for the same alledging as a Reason for this Defendants signing such Receipt that this Defendant was entrusted with the care of sending three Thousand Pagodas part of the said sum of Five thousand Pags. to Nagore as aforesaid but this Defendant saith he humbly apprehends and insists that the signing such Receipt by him this Defendant Doth not affect or Render him Liable to make good any Loss the complainant may sustain by the non-performance of the contract or nonpayment of the money by the said Chinee Cootee Chitty and Poncala Kisna whom this Defendant conceives ought only to be chargeable therewith and this Defendant saith the said Factor or agent being Rendered incapable of complying therewith the Complainant Did Demand of this Defendant the Repayment of the Three thousand Pagodas entrusted to this Defendants care as aforesaid which this Defendant accordingly Repaid and this Defendant further saith that on or about the Twentyeth Day of January Last past the Complainant and this Defendant did make up adjust and settle an account Between them of their several Dealings the Ballance whereof was then Paid by this Defendant to the Complainant as by the said account signed by the complainant and Ready to be Produced as this Honble. Court shall Direct will appear and this Defendant saith that at the time of the complainants signing the aforesaid account this Defendant did Demand of the Complainant to give him this Defendant a Proper Receipt or Discharge in writing whereupon the Complainant Did in the Presence of several Persons Declare that he the Complainant had

not any Demand whatsoever on this Defendant and this Defendant saith that at the time of signing such accompt and such Declaration made as aforesaid the Complainant was so sensible that this Defendant was not Chargeable with or Liable to make good the sum of Two thousand ninety three Pag[s]. Seventeen fannams and seventy six cash Remaining Due on the aforesaid contract that the Complainant hath (as this Defend[t]. hath heard and Beleives Debted the said Chinee Cootee Chittee and Poncala Kisna only for the same as by the Books of Accompt of the Complainant had this Defendant the same to Produce would appear and this Defendant admits that he hath and still Doth Refuse to pay the Complainant the sum of six hundred ninety seven Pagodas and Thirty fannams being one third Part of the said sum of Two thousand ninety seven Pagodas seventeen fannams and seventy six cash and humbly hopes he shall not be obliged so to Do But that the said account signed by the Compl[tt]. and such Declaration made as aforesaid will be Deemed a sufficient Discharge to this Defendant all which matters & things this Defendant is Ready and willing to averr maintain Justify and Prove as this Hon[ble]. Court shall award and Prays to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

W[M]. Termin.
Attorney for the Defendant.

The Separate answer of Chinee Cootee Chitty of Fort S[t]. George Merchant one of the Defend[ts]. to the Bill of Complaint of James Macrae Esq[r]. Complainant.

[T]ur in cur. Nov[r]. 16[r]. 1731.

This Defendant saving and Reserving to himself now and at all Times hereafter all and all manner of Benefit and advantage of Exception to the Errors uncertaintys untruths and imperfections in the complainants said Bill of complaint contained for [an[s].] thereto or unto so much thereof as this Defendants advised Doth materially concern him to make answer unto he answereth and saith That in or about the year 1726 this Defendant and Poncala Kisna in the Bill named having made a contract with the Agent or Factor of a Choliar merchant who Resided at Hilcurra for the Purchase of a Large Quantity of Chank Did by Direction of such agent Provide and send to the said Merchant one Thousand Pagodas in Goods and also one thousand Pagodas in money to be invested in Chank on this Defendants and the said Poncala Kisnas account and this Defendant saith that the Complainant having notice of such contract so made by this Defendant and the said Poncala Kisna as aforesaid and Beleiving as this Defendant apprehends that some Profit or advantage would arise therefrom to this Defendant and the said Poncala Kisna the complainant Did send for this Defendant and the said Poncala Kisna and Expressed much Resentment against this Defendant and the said Poncala Kisna Demanding why we Being Inhabitants of Madrass Dare go into the country to Purchase Goods without the Permission and Knowledge of him the complainant and insisted to have the said contract for his own account whereto this Defendant and the said Poncala Kisna consented and thereupon the Complainant did give orders to his Dubash Anconah to advance this Defendant and the said Poncala Kisna The sum of Five thousand Pagodas on account the said contract and who then Lived with the said Complainant did pursuant to the Complainants Directions tender to this Defendant and the said Poncala Kisna the sum of Five thousand Pagodas which this Defendant and the said Poncala Kisna Refused to Receive and Did only take each one thousand Pagodas being the money by them Respectively advanced as aforesaid then telling the said Anconah they would not take upon them to send the Remaining Three thousand Pagodas to Nagore or be any further or otherwise concerned in the said contract or the Performance thereof and this Defendant saith that thereupon the said Anconah Did order the other Defendant Somadrue to put up the said Three Thousand Pag[s]. into six Bags and send the same to Nagore by the Companys Peons which orders of the said Anconah the said Somadrue complyed with accordingly and this Defendant further saith he Doth Deny that the complainant did advance and Pay to this Defendant and the said other Defendants Somadrue Moodelaire and Poncala

Kisna the sum of Two thousand ninety three seventeen fannams and seventy six cash in manner or for the Purpose in the Bill mentioned or that the Defendant did convert the same to any part thereof to his this Defendants use and this Defendant further saith he humbly apprehends and insists he is not answerable for or Liable to make good any Loss or Damage the Complainant may have by the non-performance of the said Contract this Defendant having no Part or share therein with the complainant Neither was this Defendant to Receive any Profit or advantage therefrom all which matters and things this Defendant is Ready to Averr Maintain and Prove as this Honble. Court shall award and prays to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

W^M^. TERMIN.
Attorney for the Defendant.

REPLICATION & REJOYNDER. } GENERAL.

INTERROGATORIES to be administered to such witnesses as shall be Produced Sworn and Examined on the Part and Behalf of James Macrae Esqr. in a cert[ain] cause wherein the said James Macr[ae] Esqr. is complainant & Chinee Coota C[hittee] of Fort S^t^. George Merchant is Defen[dant].

IMPRIMIS Do you know the Parties Complainant and Defendant or either and which of them and how Long have you so known them or either and which of them Declare.

Item. Do you know or can you Remember that the Defendant in this cause hath at any time and when and to whom acknowledged the Justness and Legality of any and what Debt due from the said Defendant to the Complainant if yea say upon what account the said Debt was so Contracted and to what amount and if the said Defendant Did at any time and when and to whom Promise to make satisfaction or to Discharge the said Debt and how or in what manner and at what time or times he the said Defendant Proposed so to Do Declare as you Do know or beleive or have heard.

Item. Do you know or can say any other matter or thing material for the complainant in this cause if yea sett forth the same as you know or beleive with the Reasons of such your knowledge & Beleif.

H. RUMBOLD.

On the part of the Compl^tt^. Between James Macrae Esqr. and Chinee Coota Chittee.

DEPOSITIONS of witness taken in this cause by and before the Examiner in this Court as follows.

JOHN ROACH ESQ^R^. aged 50 years or thereabouts being produced as a witness on the Part of the Complainant was on the 7th. of Feb^ry^. Anno Domini 1731/2 shewn in Person to M^r^. William Termin Attorney for the Defendant who had also a note given him of the same Title and Place of abode of the said Deponent and afterwards being sworn and examined Deposeth as follows. To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the Complainant nine years and the Defendant Three months or thereabouts.

To the Second Interrogatory this Deponent saith that the Defendant in this cause Did sometime past acknowledge to this Deponent that he was Justly indebted to the complainant in the sum of Pags. 697. 30 being the Ballance of an account of Chank in Company with Poncala Kisna and Somadrue and upon this Deponents

Demanding Payment thereof he the Defendant alledged that he was so very poor having met with several Losses lately that he was unable to Discharge the same and therefore Begged two years time for payment. This Deponent further saith that at the special Request and entreaty of one China Moota. this Deponent did agree to allow him the Defendant eighteen months time for the Payment of the aforesaid sum but as such Proposal was Rejected by the Defendant he this Deponent was obliged being Attorney for the Complainant to commence a suit against him for the Recovery thereof in this Honble Court and further saith not.

T. Roach.

China Moota Chittee of Fort S^t^. George merchant aged 49 years or thereabouts being Produced as a witness on the Part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant seven years and the Defendant Twenty years or thereabouts.

To the second Interrogatory this Deponent saith that the Defendant hath acknowledged to this Deponent that he was indebted to James Macrae Esqr. but how much or upon what account this Deponent Doth not know or can sett forth and this Deponent further answering saith that the Defendant Did several times Request of this Deponent to speak to John Roach Esqr. (the Complainants attorney) to stay Payment of the Complainants Debt for 2 years and this deponent further says that agreeable to such Request this Deponent did speak to the said John Roach on the Defendants Behalf the Defendant being also Present and that he the said John Roach did then consent to grant the Defendant 12 and afterwards 18 months time for the Payment of such money Provided he would give him sufficient security that the money should be paid at the Expiration of that time But notwithstanding such concession the Defendant urged that he could only get Bail for his person for that he had Lately met with several Losses so that no person would be Bound with him for the Debt whereupon the said John Roach bid the Defendant go Directly out of his house and he would oblige him to the Payment by methods which should not be very agreeable to him and further saith not.

China Moota Chittee.

China Tombe of Fort S^t^. George conicoply aged 50 years or thereabouts being Produced as a witness on the Part of the complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant 6 years and the Defendant Ten years or thereabouts.

To the second Interrogatorys this Deponent saith that being at the house of John Roach Esqr. he this Deponent heard the Defendant tell China Mootah that if the said John Roach would indulge him with the space of Two years to pay the Debt Due from him to James Macrae Esqr. (but whether the Defendant Doth owe the said James Macrae Esqr. any or what sum this Deponent doth not know or can sett forth) he would endeavour by some method or other to Discharge the same whereto the said John Roach Replyed that if he the Defendant would give him security to pay the Debt in Twelve or eighteen months he would Rest contented or otherwise he might go about his Business and he would seek satisfaction Elsewhere this Deponent further saith the Defendant made answer that he was very Poor and could not get any Persons to be Bound for him and further saith not.

China Tombe.

Nell Tombe of Fort S^t^. George Conicoply aged 28 years or thereabouts being Produced as a witness on the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Compl[tt]. seven years and the Defendant Five years or thereabouts.

To the second Interrogatory this Deponent saith that he is employed by John Roach Esq[r]. in the capacity of Conicoply and that he hath heard the Defendant was indebted to the Complainant a sum of money on account of some Chank but the particular sum this Defendant Doth not know and this Deponent further answering saith that he was present when China Moota at the Defendants Request did Desire of the said John Roach to stay Payment of the Defendants Debt Due to the complainant Two years and that then he the Defendant had Promised to Discharge the same whereto the said John Roach Replyed that if he the Defendant could give him sufficient security to pay the Debt in twelve or eighteen months he was contented But the said Defendant made answer he was very Poor and had met with several Losses Lately so that no Person would be Bound for him whereupon the said John Roach Bid the Defendant go out of his House and he would endeavour to oblige him to the Payment and further saith not.

Nell Tombe.

Interrogatorys to be administred to witnesses to be Produced sworn and examined on the Part of Somadrue Moodelare and Chinee Cootee Chitty of Fort S[t]. George Merch[ts].

in a certain cause wherein James Macrae Esq[r]. is Complainant and the said Somadrue Moodelaire and Chinee Coota Chittee are Defendants.

Imprimis Do you know the Parties complainant and Defend[ts]. in this Title of these Interrogatorys named or either of them and how Long have you so known them Declare.

Item. Do you know of any contract or agreement made by the Defendant Chinee Coota Chitty for the Purchase of any Chank if yea Did the said Chinee Coota Chitty at any time assign or make over the same to any Person or whom by name and was the said Chinnee Coota to have any Part or share in the said contract after such assignment made or to Receive any Profits or advantage therefrom.

W[m]. Termin.
Attorney for the Defendant.

Poncala Kisna of Fort S[t]. George merchant aged 50 years or thereabouts being Produced as a witness on the Part of the Defendant was on the 3[d]. Day of February 1731/2 shewn in person to M[r]. Henry Rumbold attorney for the Complainant by Charles Nero who also Left a note of the name Title and place of abode of the said Deponent and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant six years and the Defendant Fifteen years or thereabouts.

To the 3[d]. Interrogatory this Deponent saith that he this Deponent Somadrue Moodelaire and Chinee Coota Chitty entered into a contract or agreement with a Merchant at Arcott for the Purchase of a Quantity of Chank which he had then Lying at the southward and this Deponent saith that M[r]. Macrae having knowledge of such contract sent for the parties aforementioned and Requested that such contract might be assigned over to him which they severally consented to and further that all such Profits which arose therefrom should be on the sole account of the said M[r]. Macrae and further saith not.

Poncala Kisna.

MAYORS COURT AT MADRASSPATNAM.

Wesnesday [*sic*] the 9th. day of February Anno Domini 1731 Between James Macrae Esqr. Complainant and Chinee Coota Chitty of Fort St. George merchant Defendant.

This cause coming on this Day to be heard and Debated before this Court in the Presence of the attorneys on Both sides on hearing the Proofs taken in this cause Read and what was alledged on either side and Due consideration had thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of six hundred ninety seven Pagodas and Thirty fanams together with his costs of suit.

℘ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

MARCH 24TH. 1729.

Humbly complaining sheweth unto this Honble. Court your Orator Charles Barrinton of Fort St. George Merchant That on or about the 3d. day of July 1727 your Orator being entreated by one Chinway Chitty to Lend him the sum of one hundred seventy five Pagodas your Orator shews he did accordingly advance and Lend to the said Chinway Chitty the sum aforesaid and that for the better securing the Repayment thereof to your Orator he the said Chinway Chitty Did sign and Execute one written Receipt or acknowledgment of the same attested by the Register of this Honble. Court and Dated the 3d. Day of July 1727 by the Tenour whereof the said Chinway Chitty Did promise and Bind himself to pay unto your orator the sum of Pagodas 50 on or before the 15th. of the same month with the Interest thereon and the Rest and Residue of the Debt aforesaid on or before the 15th. of the month of August next ensuing as by the said Receipt Ready to be produced as this Honble. Court shall Direct will evidently appear Now so it is may said Chinway Chitty having withdrawn himself from the Districts of this Honble. Court your Orator hath thereby been deprived of an opportunity to Recover his said Debt till now the said Chinway Chittee having as your Orator charges empowered and appointed one Perah Tomby Chitty Narrain to adjust all his concerns in this Place your orator accordingly Demanded of the said Pera Tomby Chitty Narrain Discharge of the Debt aforesaid who absolutely Rejected your Orators Pretensions notwithstanding he hath before several Indifferent Persons allowed and confessed them Just To the end therefore that the said Pera Tomby Chitty Narrain May true Direct and Perfect answer make to all the matters herein before sett forth as fully as if the same were here Repeated and Interrogated and that he may Particularly Declare whether he hath any and what money or Effects of the said Chinway Chittees in his custody or Possession and wherefore he Refuses Payment as aforesaid and that he may be Decreed to pay and satisfy to your orator the sum aforesaid with such Interest as shall be Due thereon or in Default of Payment that the said Goods may be attach'd and sold to fulfill the same.

THOS. EYRE.
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Wednesday the 9th. day of February Anno Domini 1731 Between Charles Barrington Complainant and Chinway Chittee Deft.

Upon Reading the Plantiffs Petition and also a note under the Hand of the Defendant Dated the 3d. Day of July 1727 and the Defendant being Present in Court and acknowledging the signing the said note and the Justness of the Plantiffs Demand This Court doth think fitt to order and Decree and Doth accordingly

order and Decree that the Defendant Do pay unto the Plantiff the sum of one hundred seventy five Pagodas being the Principal money due on the said note with Interest after the Rate of Eight ℔ cent ℔ annum from the Date thereof together with his costs of suit.

℔ Cur.

Febry. 9th. 1731/2.

To the Honble. the Mayors Court at Madrasspatnam.

Humbly complaining sheweth unto this Honble Court your Orator Robert Bootle of London Mariner That sometime in the month of December which was in the year 1727 your Orator being then commander of the ship London and Riding in the Road of Vizagapatam your Orator was by stress of weather upon his coming from thence obliged to Leave Behind him in the Road an Anchor commonly called a Best Bower Anchor and weighing between Twenty three and Twenty four hundred Weight your Orator shews that Robert Symonds Esqr. Late of Fort St. George but then time abovementioned Residing in Vizagapatam as Chief there Did upon the application of your Orator for that Purpose to him Promise to your Orator to use his utmost endeavours to Recover the said Anchor and if he should succeed therein he the said Robert Symonds Did also Promise and assure your Orator that he would be accountable for the same your Orators shews that in confidence of the Good Intent of the said Robert Symonds herein your Orator Departed from Vizagapatam Leaving the said Anchor behind him in manner as beforementioned and sometime after your Orator sailed in the said ship London from the Road of Madrass for England without hearing any thing further of the said Anchor your Orator shews that sometime in the month of May 1730 your Orator Returned to this Place in the aforesaid ship and sometime after your Orator Did Demand the Anchor aforesaid from the said Robert Symonds who put off your Orator from time to time until your Orator was obliged to as Down with his ship to Bengal and Left this affair unfinished. Your orator shews that sometime in the month of January your orator came up from Bengal and having heard of the Decease of the said Robert Symonds Esqr. your orator Did Demand the said Anchor or the amount thereof (having been informed the said Anchor had been sold by the said Robert Symonds in his Life time) from Holland Goddard Merchant now Residing in Madrasspatnam Trustee to the said Deceaseds Estate who owns to your orator that such an Anchor was sold by the said Late Robert Symonds but that the amount of the same is Brought to Accompt in the said Robert Symonds Books as part of his own Goods and Chattles and as sold on his own accompt and therefore the said Holland Goddard Refuses to pay the said amount to your orator altho your orator says and so he Doubts not to Prove that he never Received any manner of satisfaction for the anchor aforesd. To the end therefore that the said Holland Goddard may upon his Corporal oath true and Perfect answer make to all and every the matters before stated in such manner and as fully as if the same were here again Repeated and Interrogated and that he may be Decreed to pay unto your Orator the amount of the sale of the said Anchor and that your orator may have such other Relief as shall be esteemed necessary.

H. Rumbold.

Robert Bootle Compltt.

Quer.

The Trustees to the Estate of the Late Robert Symonds Esqr. Defendants.

This Deponent maketh oath that sometime in the month of December 1727 This Deponent being then commander of the ship London in the Road of Vizagapatam was thereby an Accident obliged to Leave his Best Bower Anchor being

about Twenty Three or Twenty four hundred weight as near as this Deponent can Remember This Deponent saith that upon his application to the Late Robert Symonds Esqr. at that time Chief of Vizagapatam he the said Robert Symonds Did Promise this Deponent to use his utmost endeavours for Recovering the said Anchor and further that if he should succeed therein he would send the same after this Deponent to Madrass. This Deponent saith That sometime in the month of January 1727/8 This Deponent Departed from Madrass on his voyage to England at which time this Deponent had not heard any thing further concerning said Anchor This Deponent saith that sometime in the month of May 1730 this Deponent arrived in Madrass again and the said Robert Symonds being then Resident in Madrass He this Deponent Demanded of him the anchor aforesaid and the said Robert Symonds made answer to this Deponent that he Did not perfectly Remember it but that he would examine his Books and if such a thing appeared thereon he would make satisfaction to this Deponent for the same But this Deponent saith that he never at any time hath Received any manner of satisfaction from the said Robert Symonds or from any other Person on his accompt for the said Anchor which this Deponent is informed the said Robert Symonds sold and that the same stands entred on his Books as his Deponent's anchor and further this Dep^t^ saith not.

FORT S^T^. GEORGE FEB^RY^. 1ST. 1731. ROBERT BOOTLE.

Turat Coram me

FRANCIS ROUS.

One of the Judges of the Mayors Court.

MAYORS COURT AT MADRASSPATNAM.

Wednesday the 9th. day of February anno Domini 1731 Between Robert Bootle Mariner Complainant and Holland Goddard Merch^t^. Defendant.

Upon Reading the Plantiffs Petition and the Defendant appearing in Court and acknowledging there was an Entry in the Books of accompts of Robert Symonds Esqr. Deceased of an anchor under the Denomination of the Complainants and submitting to Pay the Plantiff what the said Anchor was sold for Deducting the Charges of Taking up the same Provided the Court thought the same just. This Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree That the Defendant Do pay unto the Plantiff the sum of Thirty nine Pagodas Thirty four fanams and forty cash and that the Plantiff Do pay the costs of suit.

℘ CUR.

TO THE HON^BLE^. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining Sheweth unto this Honble. ourt your Orator Robert Carter of London Chymist That John Turing late of London Surgeon and sometime Surgeon of the Ship Greenwich stands Justly indebted to your Orator in the Principal sum of One hundred Fifteen Pounds sterling money of Great Britain as by a Bond Duely executed under the hand and Seal of the said John Turing Dated the 3^d^. Day of Novr. in the year of our Lord 1728 and which Bond your Orators Attorney hath now Ready to Produce will appear which sum of one hundred Fifteen Pounds was actually and Bona Fide advanced and Lent to the said John Turing for to Fitt him out on his then intended voyage to the East Indies on the above said ship Greenwich your Orator shews that the said John Turing Did go and Proceed on the said voyage and Did safely arrive at this Port of Madrass and upon his Coming ashore one Thomas Gordon Late an Inhabitant

FEB^RY^. 9TH. 1731/2.

of Madrasspatnam Pretending great Kindness and Friendship for the said Turing Did invite him the said Turing to his house or Lodgings in Madrass there to Remain During his stay on shore Promising all civility towards him on account of their Being countrymen and formerly acquainted with each other your Orator shews that the said John Turing Did accept such Invitation or order to avoid an Expence which otherways must necessarily happen and accordingly Did Reside with the said Gordon for fifteen Days or thereabouts your Orator shews that During the Time the said Turing Remained in Madrass he sold unto the said Thomas Gordon Two Peices of Duroy with Trimming for the same amounting to 12 pagodas and Twenty Eight fannams and the said Thomas Gordon not being able to advance the money for such Purchase immediately he the said Thomas Gordon Did therefore give one note of hand for the aforesaid sum to the said Turing Bearing Date the 28th. of June 1729 payable at the said Turings Return from Bengal which your Orators Attorney hath Ready to Produce your Orator shews that sometime in the said month of June 1729 the said John Turing Did Proceed on the said ship Greenwich to Bengal where in or about the month of December following the said Turing Departed this Life and by his Last will and Testament made in England Bearing Date the 30th. Day of October 1728 (a true and attested copy whereof your Orators attorney hath Ready to Produce) hath Left and appointed your Orator Executor thereof your Orator shews that sometime in the month of January 1729 the said ship Greenwich Returned from Bengal to this Place in her homeward Bound voyage to England to which place she was Dispatched on the 16th. February following from Madrass your Orator shews that the said Thomas Gordon taking an advantage of the short time the ship had to stay and the hurry Captain Matthew Bookey Commander of the said ship was in on that occasion he the said Gordon Did on or about the sixth Day of February and not before apply to Capt. Bookey (who as commander of the said ship had the Effects of the Deceased in his hands) for the Payment of a certain sum Pretended to be Due to him from the said Turing but not meeting with a satisfactory answer he the said Gordon Did Exhibit in this Honble. Court on the Tenth of the month abovementioned his Petition therein and thereby Praying Payment of the sum of ninety Pagodas Eighteen fanams for certain Pretended accompts. with the said Turing which accompts the said Gordon hath annext to the said Petition upon Oath made before one of the Aldermen of this Honble. Court to the truth thereof although your Orator Doth much Question the same and firmly beleives them to be False accompts for the Reasons following First for that your Orator hath enquired strictly of the aforesaid Capt. Bookey and the other Gentlemen officers of the said ship Greenwich concerning the Parcel of Medicines mentioned in the said accompts which being a Large Quantity could hardly escape the knowledge or sight of some of them But the said Captain Bookey and the other Gentlemen officers of the said ship Do all severally Declare that they never saw or heard the Deceased mention any such medicines neither had he to their knowledge any medicines on Board but what Belonged unto the ships stores and supposing such a Parcel had been on Board and sold at Bengal yet it is highly improbable that no accompt thereof or mention of such a thing should appear upon his Papers Left Behind him and this affair seems further suspicious for that the said Gordon should Permit the Deceased to go away without Paying for all or any of these medicines or without making the Least acknowledgement of the Receipt of the same in writing and yet after the Delivery of these medicines to give the said Turing a Promissory note for the sum of Twelve Pagodas Tweny eight fannams as beforementioned which surely if Turing had been Indebted to him in so Large a sum he would never have Done but would have Deducted the same out of the amount of such Goods as the said Turing had Purchased or out of the Pretended money Due to him for Diet your Orator observes that this Last charge of Diet money and wines Provided for the said Turing seeing the said Turing accepted of Gordons Invitation to his house to save an Expence not enlarge it as by this charge he hath greatly Done seems highly inconsistent that a man who had a stock of wines on Board for sale should Purchase any at this Place for his passage to Bengal and at so Dear a Rate as it is Reasonable to suppose he must have allowed Gordon for the same is no ways Feazable (*sic*) as your Orator humbly

apprehends your Orator shews that on the said Tenth of February 1729 this cause came to be heard before this Honble. Court where the said Thomas Gordon having made oath as aforesaid to the Truth and Justice of his Demand and the said Captain Bookey having nothing to object the said note of Thomas Gordons not then Occuring to him [*sic*] memory obtained a Judgment of this Honble. Court in his Favour to this Effect That the said Captain Bookey should pay unto the said Gordon the sum of Twenty five Pagodas Eighteen fannams for Diet and necessarys and also the sum of sixty five Pagodas for upon the said Gordons giving security to this Court to Repay such Proportion thereof as should put him upon an Equality with any Respondentia Creditors in England as by the Decree of this Honble. Court therein Relation being thereunto had will more at Large appear your Orator shews that John Goulding Merchant now Residing at this Place Became Bound with the said Gordon for the said sum and a Proper Bond being Duely Executed by the said Parties to this Honble. Court the sum of Ninety Pagodas Eighteen fannams was Paid by the said Captain Bookey to the said Thomas Gordon as appears by the Receipt on the Back of this Honble. Courts Decree your Orator shews that upon his Orators arrival at Madrass which was sometime in the month of August Last the said Gordon having heard the note under his hand beforementioned was found and in the Possession of your Orators said attorney he the said Gordon Did write a Letter to him Requesting a Forbearance of a Publick Prosecution of this affair promising speedily to come and make the same up amicably and to give full satisfaction therein and in the Interim Did earnestly entreat your Orators said attorney not to mention any thing of the story upon any accompt Your Orator shews that upon such Request of the said Thomas Gordon your Orators said Attorney Did appoint a Day to meet the said Gordon and to settle this affair But in the Interval of time the said Gordon Left this Place secretly and the Districts thereof and Put himself under the Moors Protection now Residing among them at a Place called Vellore your Orator apprehends that as Chief Creditor if not the only one, and sole Executor to the said John Turing he is become entitled to so much of the Estate and Effects of the said Turing as may be sufficient to answer and satisfy his just Demand on the said Deceaseds Estate and in consequence thereof he is entitled to such moneys as have been sequestred at this Place Particularly to the afore^sd^. sum of sixty five Pagodas attach'd in the hands of the said John Goulding To the end therefore that the said John Goulding may shew cause why he should not Pay unto your Orator the aforesaid sum and that he may be Decreed to pay unto your Orator the aforementioned sum of sixty five Pagodas and that the said Thomas Gordon may also be Brought to give a more full and Particular accompt of the sum of Twenty five Pagodas and Eighteen fannams Pretended to be Disbunt [*sic*] for Diet and other necessarys on accompt of the said Turing and that the said Gordon may true and perfect answer make upon his Corporal oath why he did not pay unto the Estate of the said Turing the sum of Twelve Pagodas Twenty Eight fannams as by his note of hand Before Recited was Justly Due thereto and that he may hereafter be Decreed to pay the same with usual Interest if ever he be found within the Districts of this Place and that your Orator may have such further and other Releif as shall be agreeable to Equity and good conscience.

H. Rumbold
Attorney for the Complainant.

Received of M^r^. John Turing Two peices of Duroy with the mounting valued at Twelve Pagodas Twenty eight fann^s^. which I Promise to pay to the said John Turing at his Return from Bengal witness my hand.

Thos. Gordon.

Fort S^t^. George
June 28th 1729.

MAYORS COURT AT MADRASSPATNAM.

Wednesday the 9th. day of February Anno Domini 1731 Between Robert Carter Complt. and John Goulding and Thos. Gordon Deft.

Upon Reading the Plantiffs Petition and also a Bond executed by John Turing Deceased to the Complainant Dated the Third day of November 1728 and also one other Bond Dated the 13th. day of February 1729 executed by the Defendants to this Court whereby they became Bound to pay to this Court the sum of sixty five Pags. in case any Demands should be made on the estate of the said John Turing and the said Defendant Goulding appearing by his attorney and submitting to Pay the said sum this Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Goulding Do pay unto the Plantiff the sum of Pagodas sixty five and that the Defendant Gordon do pay the costs of this suit.

ꝑ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

FEBRY. 9TH. 1731/2. Humbly complaining sheweth unto this Honble. Court your Orators the Minister and Church Wardens of the Parish of St. Marys in Madrass That your Orators Did advance and Lend to Sadashava now being and Residing in Madrass the sum of Five hundred Pagodas for securing the Repayment whereof to your Orators he the said Sadashava Did by one Deed of assignt. Bearing Date the 15th. Day of August which was in the year of our Lord 1730 assign and convey to your Orators all that his house and Ground scituate in Banksall Street and also one other house and Garden scituate in the Chepauka in the said assignment particularly Described To hold the said houses and Gardens to your Orators their successors and assigns for ever In which said assignment is contained a Proviso for making the same Void on payment of the said sum of Five hundred Pagodas with Interest after the Rate of eight ꝑ cent ꝑ annum on Demand as by the said assignment Relation being had thereto will appear and your Orators shew that they have frequently Demanded Payment of the said sum with the Interest Due thereon from the said Sadashava But now so it is that the said Shadasava Refuses to satisfy his said engagements to your Orators To the end therefore that the said Sadashava may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the said sum of Five hundred Pagodas with the Interest Due thereon and that your Orators may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

WM. TERMIN

Attorney for the Complainants.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 15th. day of February Anno Domini 1731 Between the Minister and Church Wardens of the Parish of St. Marys in Madrass Complainants and Sadashava of the same Place merchant Defendant.

Upon Reading the Plantiffs Petition and also one Deed of assignment under the hand of the Defendant Dated the 15th. Day of August 1730 whereby the Defendant had assigned a house and Garden to the Plantiff for securing the payment of Five hundred Pagodas and Interest and the Defendant being present in Court and acknowledging the Execution of the said Deed and that the money still Remains Due thereon. This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the Principal and Interest Due on the said security within fourteen Days from

the Date hereof and in Default that the Mortgaged Premises be sold and the money arising by such sale Paid and applyed in and Towards Discharge of the said Debt and it is further ordered that the Defendant Do pay the costs of this suit.

℘ Cur.

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto his Honble. Court your Oratrixs's Elizabeth Jeddere and Hannah Fenton Executrix's named in the Last Will and Testament of Michael Jeddere Deceased that the said Michael Jeddere Did in his Lifetime consign to William Monson and Charles Peers merchants of this Place sundry Goods to be by them Disposed of on the said Michael Jedderes account and your Oratrixes shew that the said Charles Peers and William Monson Did Receive the said Goods and have since sold and Disposed thereof But Refuse to pay your Oratrixes the money arising by such sale though frequently applyed to for that Purpose To the end therefore that the said Charles Peers and William Monson may upon their Corporal oaths true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay to your Oratrixes the money in their hands arising by the sale of said Goods so consigned to them by the said Michael Jeddere as aforesaid and that your Oratrixes may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

Mayors Court at Madrasspatnam. — Tuesday the 15th. day of February Anno Domini 1731 Between Elizabeth Jeddere and Hannah Fenton Executrixes of the Last Will and Testament of Michael Jeddere Deceased Complainants and Charles Peers and William Monson of Fort St. George Merchants Defendants.

Upon Reading the Plantiffs Petition and also Defendants appearing in Court and submitting to pay what of the Estate of the said Michael Jeddere was in their hands to the Complainants in case they had any Lawfull Power to Receive the same but the Complainants not having any Legal authority to Produce to entitle them thereto This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Complainants Bill Do stand Dismissed out of this Court with costs.

℘ Cur.

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orator Kistna of Fort St. George Merchant that your Orator Did advance and Lend to Tanjamy and Veman now being and Residing in Madrass the sum of Twenty five Pagodas for securing the Repayment whereof they the said Tanjamy and Veman Did make and give to your Orator one Cadjan note or writing bearing Date the 12th. Day of May which was in the year 1729 thereby Promising to Repay the said sum of Twenty five Pagodas with Interest on Demand as by the Translate of said note will appear and your Orator shews that he hath often Demanded Payment of the Principal and Interest Due on the said note from the said Tanjamy and Veman but hitherto without effect To the end therefore that the said Tanjamy and Veman may upon their Corporal Oaths answer the Premises and be Decreed to pay the

Janry. 14th. 1731.

said sum of Twenty five Pagodas to your Orator with the Interest Due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and Good conscience.

W^M^. TERMIN
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 15th. day of February Anno Domino 1731 Between Kisna of Fort St. George Complainant and Tanjamy and Veman Defendants.

Upon Reading the Plantiffs Petition and also Translate of a cadjan note under the hands of the Defendants Dated the 12th. of May 1729 and the Defendant Tanjamy appearing in Court and acknowledging the Execution of said note and that the Principal and Interest still Remained Due thereon to the Complt. This Court doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Twenty five Pagodas being the Principal money Due on the said note with Interest after the Rate of Eight ℘ cent ℘ annum from the Date thereof together with his costs of suit & ℘ Cur.

TO THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Francisco Gregorio of Fort St. George Merchant that your Orator having sundry Dealings with Major Don Pedro Albarado now Residing in Manilha whereby he the said Don Pedro D Albarado became indebted to your Orator in the sum of Three thousand Two hundred and Fifty spanish Dollars and four Rials and the said Don Pedro D Albarado being Desirous to Remit the Same to your [D]rator [*sic*] Did apply himself to Don Jeronimo D Jta Commander of the ship Santa Cruz then Lying at Manilha and Bound to this Cort [*sic*] to Put the said sum on Board the said ship Paying Freight as Customary whereto the said Don Jeronimo D Jta agreed and accordingly Received the said Dollars on Board the said ship and your Orator shews that the said Don Jeronimo D Jta arrived safely in this Port whereupon your Orator Did apply to the said Don Jeronimo D Jta for the Delivery of the said sum of Three Thousand two hundred fifty Spanish Dollars and four Rials offering to pay him the said Don Jeronimo D Jta the usual & accustomary Freight of one and one Quarter ℘ cent But now so it is that the said Don Jeronimo D Jta Refuses the Delivery of the said Dollars unless your Orator will allow him the said Don Jeronimo D Jta two and one half ℘ cent Freight for the same which actings and Doings of the said Don Jeronimo D Jta are contrary to Equity and Good conscience and tend to the apparent wrong Injury and oppression of your Orator To the end therefore that the said Don Jeronimo D Jta may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and Particularly may set forth whether one and one Quarter ℘ cent is not the usual Freight Paid on Dollars Brought from Manilha to this Port and that the said Don Jeronimo D Jta may be Decreed to Deliver the said Three thousand two hundred & Fifty Spanish Dollars and four Rials to your Orator deducting the accustomary Freight for the same and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good conscience.

W^M^. TERMIN
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 22^{d}. day of February Anno Domini 1731 Between Francisco Gregorio of Fort S^{t}. George Merchant Complainant and Jeronimo D Jta of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also a Bill of Lading under the hand of the Defendant and the Defendant appearing in Court and acknowledging the Detention of the silver claimed by the Plantiff and several Persons appearing in Court and Declaring that the Freight of Dollars from Manilha to this Port is no more than one and one Quarter ⅌ cent. This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Deliver up to the Plantiff the sum of three thousand two hundred and fifty Spanish Dollars five Rials Deducting freight for the same after the Rate of one and one Quarter ⅌ cent and that the Defendant Do pay the costs of suit.

⅌ CUR.

COURT OF APPEALS IN MADRASSPATNAM.

Between Jeronimo D Jta Appellant
&
Francisco Gregorio. Respondent.

This cause coming this 27th. Day of March 1732 to be heard and Debated in the Presence of the attorneys on both sides and it appearing that the sum of Three thousand two hundred and fifty one Spanish Dollars and five Rials on which sum Commission is Demanded by the said Jeronimo D Jta were Received by the said Jeronimo D Jta as a merchant for acco^{t}. the said Francisco Gregorio at the Request of this Correspond^{t}. in Manilha and that they were not sent on Freight as the other silver by the ship came and that there is a certain allowance or commission established among merchants in all Parts of the world for paying and Receiving of money and that one and one quarter ⅌ cent which the said Jeronimo D Jta Demands is a Reasonable Commission it is the[r]efore the opinion of this Court that the said Jeronimo D Jta has a Just Title to the commission of one and one Quarter ⅌ cent on the said sum of Three thousand Two hundred and fifty one spanish Dollars and five Rials and this Court Doth therefore order and Decree that the Decree of the Honble. the Mayors Court in this cause be sett aside and that the said Francisco Gregorio Do pay unto the said Jeronimo D Jta one and one Quarter ⅌ cent on the said sum of Three thousand two hundred fifty one spanish Dollars and five Rials and further that the said Francisco Gregorio Do pay the costs of suit in this and the Mayors Court.

GEORGE TORRIANO
C^{l}. Co^{t}. appeals.

TO THE HON^{BLE}. THE MAYORS COURT AT MADRASSPATNAM.

JANRY. 15TH. 1730.

Humbly complaining sheweth unto this Honble. Court your Orator Chitteramah of Fort S^{t}. George orphan That your Orator Father being an Inhabitant of this Town of Madrasspatnam and of good Repute was sometime in the service of M^{r}. Hastings During his Government of Fort S^{t}. George as his Dubash and at the Decease of the said M^{r}. Hastings your Orators said Father whose name was Mar Kistna being indebted to the said M^{r}. Hastings in a sum of Two thousand five hundred Pagodas or thereabouts the same was Demanded of your Orators said Father by the Executors of his said Deceased Master M^{r}. Hastings whereupon your Orators said Father being at that conjuncture unprovided of money to satisfy the said Debt and James Macrae Esqr. having always professed an

Extreme good will and Friendship towards your Orators said Father upon account of the Good name and Reputation he had always born [*sic*] in the world and given your Orators said Father Repeated assurances that he would on all occasions serve and assist him the aforesaid case being Represented to the said James Macrae Esqr. an Expedient was found in this manner Viz. That James Macrae Esqr. (then Governour of Fort S^{t}. George) should advance and Lend unto your Orators said Father Marr Kistna the aforesaid sum of Two thousand five hundred Pagodas to Discharge the said Debt and that your Orators said Father should for the security of the said James Macrae Esqr. convey and assign to the said James Macrae Esqr. a certain Debt then owing to your Orators said Father Mar Kistna by one Chinwah Chitty of Fort S^{t}. George merchant for the sum of Four thousand five hundred Pagodas which being agreed and consented to by your Orators said Father accordingly on or about the 11th. day of March which was in the year 1724/5 the said James Macrae Esqr. then Did advance and Lend unto your orators said Father Mar Kistna the sum of two thousand five hundred Pagodas and the said Chinwah Chitty being on or about the 18th. of the said month Produced in the presence of the said James Macrae Esqr. Did then and there execute to the said James Macrae Esqr. for the sum of Four thousand five hundred Pagodas by order of your Orators said Father Mar Kistna which said Bond Did bear Date on or about the 18th. March 1724/5 with condition to pay the same within four months from the Date and that the said James Macrae Esqr. should pay and satisfy himself the aforesaid sum of Two thousand five hundred Pagodas with the Interest that might be Due thereon to the Day of his Reimbursement out of the money so to be paid him by Chinivah Chitty and the surplus to be paid and accounted for by the said James Macrae Esqr. unto your Orators said Father Mar Kisna and your Orator further shews that his said Father Mar Kistna being taken out of this Life on or about the 28th. of June next following the said James Macrae Esqr. Did after the Decease of your Orators said Father Demand & Receive of the said Chinwah Chitty the said sum of four thousand five hundred Pagodas in Virtue of the said Bond for the Debt so owing to your Orators Father Mar Kistna so as aforesaid assigned over to the said James Macrae Esqr. as a security for the Two thousand five hundred Pagodas by him Lent to your Orators Said Father and your Orator further shews to this Honble. Court that your Orators said Father having on his Death bed Recommended his wordly Interests and concerns to the said James Macrae Esqr. Particularly the Recovering this Debt of Chinivah Chittee to the end that the surplus which should advance in the manner already Recited might serve as a Provision for his children and Family accordingly your Orator together with his mother esteeming the said James Macrae Esqr. as their Protector and in the Place of your Orators Deceased Father Did several times wait on the said James Macrae Esqr. since the Payment made to him by the said Chiniwah Chitty of the Four thousand five hundred Pagodas as aforesaid Humbly entreating and Requesting of the said James Macrae Esqr. to make up the account of the sum Due to him on the aforementioned security and that he would be pleased to pay or cause to be paid the surplus thereof unto your said Orator or to pay some Proportion thereof for the Present subsistance of a numerous Family consisting of a widow and Five children (Orphans Desolate and helpless) which the said Mar Kistna has Left behind him But now so it is that the said James Macrae Esqr. by Delays and empty Promises of Satisfying your Orator has Put him off from time to time and Led him on with fruitless hopes and expectations by many Repeated assurances of Doing him Right to this Length of time and this near approach of his intended Departure from this Place shutting his ears to the cry of the Fatherless and widow he the said James Macrae Esqr. Does Refuse to satisfy his said engagements to your Orators Deceased Father or pay unto your Orator the surplus Due to him being so much as the sum of Four thousand five hundred Pagodas so Paid him shall be found to Exceed the sum of Two five hundred Pagodas so Borrowed of him together with the Interest thereon to the time of his Reimbursement and the Interest thereon To the end therefore that the said James Macrae may upon his corporal oath true and perfect answer make to the matters herein stated as fully as if here Respectively Repeated and Interrogated and that he may more particularly sett forth whether upon his Lending the

aforesaid sum of Two thousand five hundred Pagodas to the said Markistna it was not so agreed and consented to by the said Mar Kistna for the assigning over to him the said James Macrae such a Debt of the said Chinwah Chittee for his security and whether at or about the time herein mentioned the said Chinwah Chitty Did not Execute such a Bond for the sum of Four thousand five hundred Pagodas by order of the said Markistna and for the Purposes before mentioned and whether he the said James Macrae Did not Receive of and from the said Chinwah Chittee the said sum of Four thousand five hundred Pagodas in virtue of the said Bond so assigned over unto him by the said Markistna and whether the said sum was not so Received by him the said James Macrae of and from the said Chittee since and after the Death of the said Mar Kistna and whether he the said James Macrae hath paid all or any or what Part of the surplus of the said sum so Received in virtue of the said Bond so given for his security and why he Refuses to pay unto your Orator what shall appear his Due on the said security or in Default thereof that your Orator may have such further and other Relief as shall seem agreeable to Equity and good conscience.

Samuel Palmer.
Attorney for the Compltt.

Surat 19th. Janry. 1730.
Francis Rous.

The Answer of James Macrae Esqr. Defendant to the Bill of complaint of Chitteram of Fort St. George Complainant.

This Defendant saving and Reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the Errors uncertaintys and imperfections in the Complainants said Bill of complaint contained for answer thereto or unto so much thereof as he this Defendant is advised Doth materially concern him to make answer unto he answers and says he Beleives the complainants Late father Markistna was an Inhabitant of this Town of Madrasspatnam and sometime in the service of Mr. Hastings During his Governmt. of Fort St. George as his Dubash and that the said Markistna being indebted to the said Mr. Hastings at the time of his Decease in the sum of Two thousand five hundred Pagodas or thereabouts the same was Demanded of the said Markistna by the Executors of the said Mr. Hastings and this Defendant saith that upon his this Defendants coming to the Government of Fort St. George he was informed that the said Markistna was and for sometime then past had been in confinement on account of the said Debt and this Defendant saith that he said Markisina did make application to this Defendant Requesting this Defendant to obtain his the said Markistnas Release from such confinement and that he this Defendant would pay the Debt Due to the Estate of the said Mr. Hastings and this Defendant saith that upon the Frequent sollicitations of the said Mar Kistna and in Regard to the Good will and Esteem this Defendant had towards him the said Markistna he this Defendant consented to such his Request and accordingly did advance and pay to the Executors of the said Mr. Hastings the sum of Two thousand five hundred Pagodas according to the best of this Defendants Remembrance but whether the said sum was paid at the time in the Bill alledged this Defendant Doth not Remember or can sett forth and this Defendant saith that soon after the said Mar Kistna was Released from his confinement as aforesaid he Did come to this Defendant and acquaint this Defendt. that one Chinawah Chitty was indebted to him the said Mar Kistna in the sum of four thousand Pags. or thereabouts but the exact sum this Defendant cannot Remember desiring this Defendant to Recover and gett in the said Debt frequently Representing to and assuring this Defendant that without the assistance of this Defendant he the said Markistna could not possibly Recover the same the said Chinwah Chitty absconding and cheifly Residing without the Limits and Bounds of this Place and the said Mar Kistna Did further Request that he this Defendant would (when the said Debt should be Recovered) thereout Pay himself the sum of Two thousand five hundred Pagodas advanced by this Defendt. as aforesaid with the Interest to grow Due thereon and also that he this Defendant would accept of the Residue in case more should be Recovered from the said

Chinwah Chittee than would be sufficient to satisfy the Debt and Interest Due to this Defendant as a Gratuity and acknowledgment of the services Done to him the said Markistna by this Defendant the said Markistna frequently and often expressing his concern that it was not in his Power to make a Larger Present to this Defendant and this Defendant admits he hath Received several sums of money on acco^t^. the said Debt Due from the said Chinwah Chittee but whether such Bond was executed to this Defendant by the said Chinwah Chittee for securing the Repayment thereof as in the Bill is mentioned this Defendant Doth not Remember or can sett forth and this Defendant insists he is not answerable or Liable to account with the compl^ts^. for all or any the sum or sums of money Received by this Defendant from the said Chinwah Chittee on account of the said Debt the same having been freely and voluntarily given to this Defendant by Markistna Late father of the complainant All which matters and things this Def^t^. is Ready to averr maintain and Prove as this Honble. Court shall award and Prays to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

REPLICATION & REJOYNDER. } GENERAL.

W^M^. TERMIN
Attorney for the Defendant.

INTERROGATORIES to be administred unto such witnesses as shall be Produced sworn and Examined in a certain cause wherein Chitteram of Fort S^t^. George Orphan is complainant and James Macrae Esqr. Late Governor of the same Place is Defendant. On the Part of the Compl^ltt^.

Imprimis Do you know the Parties Complainant and Defendant or either and which of them and how long have you known them or either and which of them Declare.

ITEM 2. (To Somadrue Moodelaire.) Had you at any time or times and when any and what accompts with the Complainants Deceased father Markistna if yea sett forth when and at what time you made up settled and adjusted such accompts and how stood the Ballance upon such adjustm^t^. and whether you was not indebted to the said Markistna upon such adjustment and how the same was paid or otherwise Discharged to the said Markistnah.

ITEM 3. (To Chinwah Chittee.) Did you at any time and when become bound in any and what sum and upon what accompt for one Somadrue Moodelaire to the Complainants Deceased father Markistnah or to any other Person by his order and for his accompt or how was the same Discharged otherways sett forth.

ITEM 4. (To Poncala Kistna.) Do you know of any and what Debt Due from Chinwah Chittee to the Defendant if yea say if you Do know or have heard how and upon what accompt the same was contracted and how much the amount thereof was further sett forth whether the said Debt or any and what Part thereof was Paid to the said Defendant and by Whom and particularly say if you Did not Become Bound with the said Chinwah Chittee for such payment.

ITEM 5. (To Vencaty Putto.) Was you Conicoply to the Complainants Deceased Father Markistnah at the time of his making up and settling acco^ts^. with Somadrue Moodelaire was there at that time any and what Ballance due from the said Somadrue to the said Markistnah if yea say was the Ballance immediately Paid and Discharged or was it then agreed that the same should be assigned or Transferred over unto a third Person for him to pay the same and who was such Third person Declare Further sett forth whether such third Person by name (if any such there was) Did willingly consent and agree to such Transfer and if he then or at any other time and when did promise to pay and make good such Debt and how the said Promise was performed.

Do you know or have you heard whether the Complainants Deceased father was any ways engaged with the Defendant in any and what Dealings or in Borrowing or Lending moneys of or to him and how often and what sum or sums were so Borrowed or Lent by and between the said Parties Further sett forth and say That if the Complainants said Father Did Borrow and Receive of and from the Defendant any sum or sums how much such sum or sums were or amounted to and upon what accompt they were so Borrowed and how and in what manner such sum or sums were again Paid and Discharged to the Defendant and whether any and what security was given for the same by the Complainants said Father to the Defendant and also set forth Generally what you Do know have heard or Do believe concerning this matter. **Item 6. To. Do.**

Do you know or have heard that any overtures of Proposals were at any time or times and when made by the Defendant or by any other Person and whom on his Part or Behalf to the Complainant or to his mother or to any other Person or persons on his Behalf with offers of a sum and how much and what sum to invite the said Complainant or his mother to give unto the Defendant a General Discharge or Release. **Item 7. To. Do.**

Do you know or can you set forth any other matter or thing material for the Complainant in this cause if yea sett forth the same as you know have heard or Do beleive with the Reasons for such your knowledge and Belief. **Lastly. To all the Witnesses.**

H. Rumbold
Attorney for the Complainants.

Depositions of witnesses taken in this cause by and before the Examiner in this Court as follows.

Somadrue Moodelaire of Fort St. George Merchant, aged [*lacuna*] years or thereabouts being Produced as a witness on the part of the complainant was on the 7th. of February Anno Domini 1731/2 shewn in Person to Mr. William Jermin attorney for the Defendant by Charles Nero who also Left a note of the name Title and Place of abode of the said Deponent and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the complainant Ten years and the Defendant six years or thereabouts To the third Interrogatory this Deponent saith that he had at several times sundry accounts with Markistnah in this Interrogatory named Late father of the complainant and that about seven years Past (according to the Best of this Deponents Remembrance) he this Deponent and the said Markistna Did make up and settle such accompts on the Ballance whereof there was Due to this Deponent the sum of Twelve hundred Pagodas and upwards from the said Markistna which sum this Deponent Remitted to him the said Markistna in Regard to his Poverty and Executed General Discharges Reciprocally to each other and further this Deponent saith not.

Somadrue Moodelare.

Chinwah Chittee of Fort St. George Merchant aged [*lacuna*] years or thereabouts being Produced as a witness on the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the complt. Eight years and the Defendant seven years or thereabouts To the fourth Interrogatory this Deponent saith that soon after Mr. Macrae came to the Government of this Place sundry Disputes arising betwen Somadrue Moodelaire in this Interry named and Markistna Late father of the Complainant the said Somadrue Moodelaire came to this Deponent and informed this Deponent that the said Markistna had Represented to the said Mr. Macrae that he the said Somadrue Moodelaire was indebted to the said Markistna in the sum of Twenty thousand

Pagodas or thereabouts whereas the said Somadrue assured this Deponent he was not anyways indebted to him the said Markistnah and therefore Requested this Deponent to interceed with the said Markistna and prevent any further complaints against him to the said Mr. Macrae on that account and this Deponent saith that upon such application made to him by the said Somadrue he this Deponent Did go to the said Markistna and acquaint him with what the said Somadrue had told this Deponent and Did offer this Deponents mediation to accommodate all Differences between them which was accepted by well by the said Markistna as the said Somadrue and thereupon this Deponent and the said Markistna Did go to the then Governor Mr. Macrae and in his Presence this Deponent did offer that the said Somadrue should pay unto the said Markistna the sum of four thousand five hundred Pagodas and that he would Become security for the payment thereof which offer was accepted by the said Markistna and accordingly this Dept. did sign and give to the said Macrae one note or Bond for the said sum and thereupon the said Markistna and Somadrue did execute general Discharges to each other Reciprocally and this Deponent further saith that he hath since paid to Mr. Macrae the sum of Fifteen hundred Pags. or thereabouts in part of the said note and on other accounts and that the Residue thereof was paid by Poncala Kistna to the said Mr. Macrae on this Deponents Behalf which this Deponent hath Repaid to the said Poncala Kistna and taken up the said note So given to the said Mr. Macrae as aforesaid and further this Deponent saith not.

Chinwah Chittee.

Poncala Kistna of Fort St. George Merchant aged 50 years or thereabouts being Produced as a witness on the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the Complainant Eight years and the Defendant Eight years or thereabouts.

To the sixth Interrogatory this Deponent saith that Chinwah Chittee being indebted to the Defendant in the sum of Four thousand five hundred Pagodas on Bond (but on what account said Debt was Contracted this Deponent knoweth not) he this Deponent did become security to the Defendant for the Payment thereof and did pay to the Defendt. the sum of four thousand Pagodas in part of the said Bond and further this Deponent saith not.

Poncala Kistna.

Vencattee Puttee of Fort St. George Conicoply aged 50 years or thereabouts being Produced as a witness on the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatories named and hath so known the Complainant 12 years and the Defendant 7 years or thereabouts To the fifth Interrogatory this Deponent saith that he was Conicoply to Markistna Deceased Late father of the Compltt. but that no accounts were at any time kept by this Deponent between the said Markistna and Somadrue in this Interry named neither Doth this Defendant know of any accompts that were at any time made up and adjusted between them and this Deponent saith he hath heard the said Markistna Did Demand a considerable sum of money from the said Somadrue on account of sundry Dealings between them (but to what amount this Deponent Doth not Remember) and that Chinwah Chittee Did undertake to accommodate that affiair and did accordingly agree to Pay to the said Markistna the sum of Four thousand five hundred Pags. in satisfaction for such Demand and thereupon the said Markistna and Chinwah Chittee did go to the Defendant the then Governor) when the said Chinway Chitty Did sign and execute one note or Bond to the Defendant for Payment of the said sum of Four thousand five hundred Pagodas But whether the same or any Part thereof has been since paid this Deponent knoweth not.

To the sixth Interrogatory this Deponent saith that he knoweth not of any Dealings between the Defendant and the said Markistna or of any sum or sums of money Borrowed by the said Markistna from the Defendant further than that this Deponent saith that the said Markistna being indebted to Padre Wendey the sum of Two thousand five hundred Pagodas and the said Mr. Wendey Pressing the said Markistna for Payment thereof the Defendts. did at the Request of said Markistna advance and pay the said sum to Mr. Wendey and for securing the Repayment thereof the Beforementioned note of the said Chinwah Chittee for payment of the said sum of Four thousand five hundred Pagodas was made and taken in the name of him the Defendt. To the seventh Interrogatory this Deponent saith that about a month before the Departure of the Defendant from this place the Complainant and his mother together with this Deponent Did go to the house of the Defendant and the Defendant being informed of their attendance did Desire to know their Business whereupon the Complainant or his Mother Returned answer to the Defendant that they came to Demand the money he had Received from Chinwah Chittee on the Complainants accot. whereto the Defendant Replyed by his Dubash (the compltt. or his mother not being admitted to the Presence of the Defendt.) that the Complainant might go to Poncala Kistna who would accommodate that affair and this Deponent Further saith that Pursuant to such Directions the complainant and his mother did several times attend on the said Poncala Kistna to know the Resolution of the Defendant touching the payment of the money Due from him to the Complainant one of which times the said Poncala Kistna did offer to pay the Compltt. the sum of four hundred Pagodas in full satisfaction for his said Demand but the said offer was Rejected by the complainant.

VENCATTEE PUTTEE.

Wednesday the 9th. day of February Anno Domini 1731 Between Chitteram Chittee son and heir of Markistna Deceased Complainant and James Macrae Esqr. Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Proofs taken in this cause Read and what was alledged on either side and Due consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Register Do take an account of the several times when the sum of 4000 Pagodas in the Pleadings in this cause mentioned was Received by the Defendant and also of the time when the sum of 2500 Pagodas was advanced to the Complainants Late father by the Defendant and Do allow the Defendant Interest thereon until such time the same was Repaid to him and it is further ordered that the Register Do allow Interest to the Complainant on such sum as may appear to be Remaining in the hands of the Defendt. more than sufficient to satisfy his said Debt of 2500 Pags. and the Interest thereon to this Day and that such accompt when taken be Laid before this Court when such further order shall be made as may appear to be Just.

Between Chitteram Chittee son and heir of Mar Kistna Deceased Complainant and James Macrae Esqr. Defendant.

IN PURSUANCE of an order of Reference made in this cause Dated the 9th. Instant I have considered of the matters thereby to me referred and have taken and stated the account between the Complainant and Defendant and Do find that the Defendant is indebted to the Complainant in the sum of Two thousand one hundred ninety one Pagodas Thirty five fannams and sixteen cash all which I certify and submit to the judgment of this Honble. Court.

MARKISTNA DECEASED.

Dr.								Cr.		
1724/5. Febry. 27.	To Cash Lent	Pags. 2500	—	—	1725 May 24TH.	By cash Received	Pags. 1000	—	—
	Interest to the 29 Septr. following being 7 months and 2 Days at 8 ℔ cent	117	28	—		Interest to the 29th. Sepr. following being 4 months and 5 Days at 8 ℔ cent	27	28	—
	To Ballance	1410	—	—	Septr. 29th.	By cash Received	3000	—	—
		Pags. 4027	28	—			Pags. 4027	28	—

JAMES MACRAE ESQR.

Dr.								Cr.	
1725 Septr. 29	To the foot of the above accompt.	1410	—	—	1731/2 Febry. 9th.	By Ballance	Pags. 2191	35	16
	Interest to the 9th. Instant being 6 years 4 months & 10 Days at 8 ℔ cent	781	35	16					
		Pags. 2191	35	16			2191	35	16

ERRORS EXCEPTED ℔.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 22d. Day of February Anno Domini 1731 Between Chittera[m] Chittee son and heir of Markistna Deceased Complainant and James Macrae Esqr. Defendant.

This cause coming again this Day to be heard & Debated before this Court in the Presence of the attorneys on both sides on hearing the Proofs taken in this cause and also an order made in this cause Dated the 9th. Instant and also the Registers Report and the schedule made pursuant thereto Read and what was alledged on either side and due consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plaintiff the sum of Two thousand one hundred ninety one Pagodas Thirty five fannams and sixteen cash being the Ballance Remaining Due to the Complainant together with his costs of suit.

℘ Cur

COURT OF APPEALS IN MADRASSPATNAM.

Between James Macrae Esqr. appell[t.] and Chitteram Chitty son and heir of Markistna Respondent.

This cause coming this Tenth day of April one thousand seven hundred and thirty two to be heard and Debated in the Presence of the attorneys on both sides and it appearing upon full and mature consideration that the Evidence brought in the Honble. the Mayors Court Proved only the Receipt of the sum of Four thousand Pagodas or thereabouts charged on the appell[t.] James Macrae Esqr. as Received by him and that he himself had in his answer confessed the Receipt of the same and it further appearing that no evidence was Brought to invalidate what the said appellant had sworn in his answer that the surplus money by him Received was voluntarily given him by the father of the Respondent in consideration of many services Done him by the said Appellant Particularly for Rescuing him out of Prison and other such like assistance and it also appearing that the sum of Two thousand five hundred Pagodas was paid by the Appellant on accot. of the said Respondents father Mar Kistna Long before the said appellant had Received any thing on his account and also that the Debt Due from Chinway Chitty Recovered by the said appellant was a Doubtfull and almost Desperate Debt This Court Did think fitt to allow the said Plea of the Appellant to the Honble. the Mayors Court that the overplus was a voluntary present to him made by the said Markistna as an acknowledgement for his Recovering a Desperate debt for him and for Redeeming him the said Markistna out of Prison and other services and Therefore this Court Doth order and Decree that the Decree of the Honble. the Mayors Court in this cause be sett aside and that the Bill of complt. of the said Chitteram Chitty to the said Court Do stand Dismissed and that the Respondent Do pay the costs of both Courts.

GEORGE TORRIANO
Cl. Ct. Appls.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Chinne Somadrue of Fort St. George Merchant that Moocunda and Pauwarum Com Chittee did Borrow and Receive of and from your Orator the sum of sixty two Pagodas current of Madrass for securing the Repayment whereof they the said Pauwarum and Moocunda did make and give to your Orator one cadjan note or writing under their hands Bearing Date the first Day of August which was in the year 1726 thereby Promising to Repay the said sum of sixty two Pagodas with Interest after the Rate of Eight ℘ cent ℘ annum at or before the Expiration of four months from the Date thereof and in case of failure of Payment at the time aforesaid these the said Moocunda and Pauwarum Com Chitty Do thereby agree to pay your

NOVR. 9TH. 1731.

Orator Interest on the said sum at and after the Rate of Twelve ℘ cent ℘ annum as by Translate of said note will appear and your Orator shews that the said Moocunda and Com Chittee did sometime after signing the said note take up and Receive of and from your Orator the further sum of Twenty Pagodas for securing the Repayment whereof they the said Moocunda and Com Chittee did make and give to your Orator one other cadjan note under their hands bearing Date the fifteenth Day of October which was in the year 1726 thereby Promising to Repay the said sum of Twenty Pagodas at or before the Expiration of Two months from the Date thereof with Interest after the Rate of Eight ℘ cent ℘ annum and in case of failure in Payment at the time before Limited then the said Pauwarum Com Chitty and Moocunda do thereby agree to pay your Orator Interest for the said sum at and after the Rate of Twelve ℘ cent ℘ annum as by Translate of the said Two several notes Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that the said Moocunda and Com Chittee have paid to or to the order of your Orator the sum of [*lacuna*] in and towards Discharge of the Principal and Interest Due on the said notes and your Orator shews that he hath frequently applyed to the said Moocunda and Pauwarum Com Chittee to Discharge the Residue of the Principal and Interest Due on the said notes but hitherto without Effect To the end therefore that the said Moocunda and Pauwarum Com Chittee may upon their Respective Corporal oaths true and perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the Principal and Interest Remaining Due on the said Two notes agreeable to the tenour thereof and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

Wm. Termin
Attorney for the Complainants.

Mayors Court at Madrasspatnam.

Tuesday the 22d. day of February Anno Domini 1731 Between Chinnee Somadrue of Fort St. George Merchant Complainant and Moocunda and Pauwarum Com Chitty Defendants.

Upon Reading the Plantiffs Petition and also Translate of Two Bonds executed by the Defendant Dated the 1st. day of August 1726 and the 15th. day of October 1726 and also an account current and the Defendants being present in Court and acknowledging the Execution of the said Bonds and the Justness of the Plaintiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendants Do pay unto the Plaintiff the sum of Eighty four Pagodas and eleven fannams being the amount of the Principal and Interest Due on the said Two Bonds together with his costs of suit.

℘ Cur

To the Honble. the Mayors Court at Madrasspatnam.

Janury 11th. 1731.

Humbly complaining sheweth to this Honble. Court your Orator Kistna of Fort St. George Merchant that your Orator did advance and Lend to Vencatash and Ninan of Fort St. George aforesaid Merchants the sum of Forty one Pagodas current of Madrass for securing the Repayment whereof they the said Vencatash and Ninan did by a Cadjan writing under their hands Bearing Date the first Day of October which was in the year 1729 assign and make over unto your Orator all those their houses and Ground in the original Bills of sale thereof Particularly mentioned Redeemable on payment of the sum of Forty one Pagodas with Interest after the Rate of nine ℘ cent ℘ annum as by Translate of the said note Ready to be produced as this Honble. Court shall Direct will appear and your Orator shews that he hath frequently applyed to the said Vencatash and Ninan for payment of the Principal and Interest Due on the said security but hitherto without Effect to

the end therefore that the said Vencatash and Ninan may upon their corporal oaths true & perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the said sum of Forty one Pagodas with the Interest due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

W^M. TERMIN
Attorney for the Complainants.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 7th. day of March Anno Domini 1731 Between Kistna of Fort St. George Complainant and Vencatash and Ninan Defendants.

Upon Reading the Plaintiffs Petition and also Translate of a Cadjan note signed by the Defendants Dated the first day of October 1729 and the Defendant Vencatash appearing in Court and acknowledging the Principal and Interest Remained Due on the said note to the complainant This Court Doth think fitt to order and Decree and Doth accordingly order & Decree that the Defendant Do pay unto the Plantiff the sum of Pagodas 41 being the Principal of said note with Interest after the Rate of Eight ℘ cent ℘ annum from the Date thereof together with his costs of suit.

℘ Cur

TO THE HON^BLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator James Macrae of Fort St. George Esqr. that your Orator having had Divers and sundry Dealings with one Com Chittee Merch^t. now Residing in this Place your Orator did on or about the 21st. day of January which was in the year of our Lord 1730 in agreem^t. with the said Com Chittee make up settle and close such dealings between them by accompt curent by which said accompt curr^t. there appears to be Due to your Orator the sum of one thousand one hundred Twenty seven Pagodas six fannams and Thirty five cash which the said Com Chittee then acknowledged to be justly Due to your Orator but being at that time unable immediately to Discharge the same did Request your Orators forbearance thereof which your Orator consented to But now so it is may it Please this Honble. Court that your Orators attorney here John Roach Esqr. having frequently Demanded payment of the aforesaid Ballance the said Com Chittee still continues to put off and Delay the same To the end therefore that the said Com Chittee may upon his Corporal oath true and perfect answer make to all and singular the matters and things herein contained and that he may be Decreed to pay unto your Orator the aforesaid sum of one thousand one hundred Twenty seven Pagodas six fannams and Thirty five cash with accustomed Interest thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity. OCT^R. 12TH 1731.

H. RUMBOLD
Attorney for the Complainants.

COM CHITTEE.

Dr.					Cr.
1729 Decr. 23d.	To owners the ship Sarum at Bengal for the Ballance of Rice Pags.	166	28	55	
	To sundrys	500	—	—	
	To Copper Goss for the Ballance thereof ...	460	13	60	
	Pags. ...	1127	6	35	

FORT ST. GEORGE JANUARY 21ST. 1730/1.

ERRORS EXCEPTED ℘
JAMES MACRAE.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 21st. March Anno Domini 1731 Between James Macrae Esqr. Complts. and Com Chittee of Fort St. George Mercht. Defendt.

Upon Reading the Plantiffs Petition and also an account curt. under the hand of the Plantiff and the Defendant being present in Court and Refusing to put in an answer to the said Petition althô he had been several times summoned for that Purpose This Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of one thousand one hundred twenty seven Pagodas six fannams and Thirty five cash being the Ballance of the said account current together with his costs of suit.

℘ Cur

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Comrapilla of Fort St. George Merchant that Vellapah and Vaddeapah of the same place Merchants are jointly and separately indebted unto your Orator in the full and Just sum of Thirty six Pagodas current of Madrass as by two Cadjan Bonds under the hands of the said Vellapah and Vadeapah Relation being thereunto had will more fully appear and your Orator shews that for the further security of the said sum they the said Vellapah and Vadeapah did Deposit with you Orator the Bills of sale of a certain house and ground belonging unto them now so it is may it please this Honble. Court that the said Vellapah and Vadeapah Refuse to pay the aforesaid sum to your Orator though often Requested so to Do To the end therefore that the said Vellapati and Vadeapah may upon their several Corporal oaths true Direct and perfect answer make to all the matters herein mentioned and that they may be Decreed to pay unto your Orator the aforesaid sum of Thirty six Pagodas with the Interest that shall appear to be Due thereon and that upon Default thereof the said house and ground may be sold to satisfy your Orators Debt aforesaid and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience. **MARCH 21ST, 1731.**

H. RUMBOLD.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 28th. day of March Anno Domini 1731 Between Moota Comrapilla of Fort St. George Merchant Complainant and Vellapa and Vadeapah of said Place Merchts. Defendts.

Upon Reading the Plantiffs Petition and also Translates of two several Bonds Dated Respectively the [*lacuna*] and the Defendants being present in Court and acknowledging the Execution of said Bonds and that the money still Remained Due thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Thirty six Pagodas being the Principal money Due on the said Bonds with Interest on the same after the Rate of Eight ℘ cent ℘ annum from the Dates thereof together with his costs of suit.

℘ CUR.

To the Honble. the Mayors Court
at Madrasspatnam.

Decr. 24th. 1831. Humbly complaining sheweth unto this Honble. Court. Your Orator George Torriano of Fort St. George Merchant That Deveroy now Residing in Madrass being indebted unto your Orator in the sum of Three thousand Pagodas Did for securing the Repayment thereof by one Deed or writing under his hand and seal bearing Date the Thirtieth day of March which was in the year of our Lord 1726 assign and make over unto your Orator all those his houses and Gardens in the said assignment Particularly mentioned To hold to your Orator his heirs and assigns for ever in which said assignment is contained a Provision for making void the same on Payment of the said sum of Three thousand Pagodas with Interest after the Rate of eight ℘ cent ℘ annum at or before the expiration of Two years from the Date thereof as by the said assignment Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that the times for payment of the said sum of Three thousand Pags. and Interest in the said Proviso Limited being Long since past and the said Deveroy having only Paid the sum of Five hundred Pagodas to your Orator in part the Principal and Interest Due on the aforesaid security and though often importuned for that Purpose he the said Deveroy neglects and Refuses to pay the Residue of the money Due on the said security to the end therefore that the said Deveroy may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the Principal and Interest Remaining Due on the aforesaid security and that in Default thereof the mortgaged Premises may be sold and the money arising by such sale paid and applyed in and towards satisfaction of your Orators Debt and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

Wm. Termin
Attorney for the Complainant.

The answer of Deveroy of Fort St. George Merchant to the Bill of complaint of George Torriano of the same Place Mercht. Complainant.

This Defendant saving and Reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the many untruths uncertaintys insufficiencys and imperfections in the Complainants Bill contained for answer thereunto or unto so much thereof as this Defendant is advised materially concerns him to make answer unto he this Defendt. answereth and saith That sometime in the year 1726 this Deft. did Remain indebted to Nathaniel Elwick Esqr. Late Governor of Fort St. George in the sum of Three thousand Pagodas or thereabouts being the Ballance of sundry accompts had with the said Nathaniel Elwick During the time of his Government. This Defendant saith that the Complainant George Torriano being one of the acting attorneys for the said Mr. Elwick Did sometime in the month of March 1726 Demand payment from this Defendant of the aforesaid Debt but this Defendant not being able to comply with the said Demand at that time he this Defendant Did Prevail with the Complainant to accept of a mortgage of certain houses and Gardens belonging to this Defendant as a security until he should be capable of Discharging the said Debt and agreeable to such condescentions of the Complainant such assignment was Drawn out signed and executed by this Defendant as in the Complainants Bill of complaint is more Particularly mentioned But this Defendt. Denies that he hath only paid Five hundred Pagodas on accompt of the said mortgage for that on the contrary he doth averr and say that on or before the 31st. Day of Decemr. 1728 he this Defendant paid or caused to be Paid to the complt. on his behalf the sum of Two thousand seven hundred Pags. in part of the said Mortgage and that the same was actually so Received by the Complainant and this Defendant Doth further say that on or about the said 31st. day of Decemr. 1728 the Complainant George Torriano and Samuel Parks

(Merch[t]. of this Place and the other Acting attorney for the said M[r]. Elwick) did state and Draw out an accompt current with this Defendant in the name of the said M[r]. Elwick wherein this Defendant is Credited for the aforesaid sum of Two thousand seven hundred Pagodas and by the said accompt current there appears to be Due to the said M[r]. Elwick on the Ballance thereof the sum of one hundred ninety five Pagodas Twenty four fannams and fifteen cash which this Defendant Doth acknowledge and this Defendant saith that the abovementioned accompt current was signed by the Complainant and M[r]. Parkes and Delivered to this Defendant as his security for the Payment of the several sums therein specified on the Credit side and among the Rest of the sum of Two thousand seven hundred Pagodas before mentioned and this Defendant also saith that he never did nor Doth now Refuse to Pay the Ballance of the afores[d]. accompt current but is Ready and willing to pay the same whenever it shall be Demanded in a Legal way This Defendant likewise further and finally answering saith that he utterly and entirely Denies and Disclaims any other Transactions and accompts with the Complainant whereby he is any ways indebted to the Complainant in any sum or sums whatsoever and affirms that the aforesaid assignment was given for the Reasons and for the account abovementioned and no otherways wherefore this Defendant humbly Demands the consideration and judgment of this Hon[ble]. Court whether or no the said Compl[tt]. ought in Equity or Justice to have molested this Defendant with this Vexatious suit seeing this Defendant never Refused or avoided paying the Ballance due on the accompt current before Recited and which accompt current for the better illustration of the matters in this answer contained this Defendant hath Ready to Produce as this Hon[ble]. Court shall award and therefore this Defendant Prays to be hence Dismissed with his Reasonable costs in this cause most wrongfully sustained.

H. Rumbold
Attorney for the Defendant.

Mayors Court at Madrasspatnam.

Tuesday the Eleventh Day of April Anno Domini 1731 Between George Torriano of Fort S[t]. George Merchant Complainant and Deveroy of the same Place merchant Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill and answer and also an assignment under the hand and seal of the Defendant Dated the 30th. day of March 1726 and also an account current signed by the Complainant and M[r]. Samuel Parkes Dated the 31st. Day of December 1728 Read and what was alledged on either side and Due consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Complainants Bill Do stand Dismissed out of this Court with costs.

℣ Cur

To the Hon[ble]. the Mayors Court at Madrasspatnam.

Humbly complaining sheweth unto this Hon[ble]. Court your Orator Metcalf Nina Chittee of Fort S[t]. George Merchant that sometime in the month of April in the year 1730 your Orator did advance and Lend unto Pomreapah and Andeapah Merchants now Residing in Madrasspatnam and at their special instance and Request the sum of one thousand five hundred and fifty Pagodas current money of Madrass For the securing the Repayment of which sum together with the Interest which should become Due thereon They the said Comrapah and Andeapah Did jointly and severally become Bound unto your Orator in one Cadjan writing Bearing Date the 15th. Day of April aforesaid the Translate whereof is hereunto annext and your Orator shews that they the said Comrapah and Andeapah did on

January 11th. 1731.

the [*lacuna*] day of [*lacuna*]. Pay unto your Orator the sum of Five hundred Pagodas in part of the said Bond But now so it is May it please this Hon[ble]. Court that the said Comrapah and Andeapah Refuse to Discharge the Remainder thereof to your Orator although severally and often Requested so to Do to the end therefore that they the said Comrapah and Andeapah may Respectively and upon their several Corporal oaths true Direct and perfect answer make to all and singular the matters and things in this Bill Contained as fully and Effectually as if the same were here again Repeated and Interrogated to them and each of them and that they may be Decreed to pay unto your Orator the money Remaining Due on the Before Recited Bond together with the Lawfull Interest thereon and also that your Orator may have such further and other Releif as shall be agreable to equity and good conscience.

H. Rumbold.
Attorney for the Complainant.

Mayors Court at Madrasspatnam.

Tuesday the 11th. day of April Anno Domini 1731 Between Metcalf Nina Chitty of Fort S[t]. George Complainant and Comreapah and Andeapah Defend[ts].

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hands of the Defendants Dated the 13th. day of April 1730 and it appearing to the Court that the Defend[ts]. had been frequently summoned to appear and answer the Plantiffs Petition but that they willfully neglected the same This Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree that the Defendants Do Pay unto the Plantiff the Principal and Interest Remaining Due on the said Bond together with his costs of suit.

Translate of an Award

Dum Adapahs Son Somadrue and Cuttula Narrain having a Dispute about a Respondentia Bond complained to the Worshipfull Mayor who ordered us to go to Arbitration and we chose Poncala Gruapah Annula Narrain Oudah Tillapah and Kittee Rilew Arbitrators and the Bond was produced which Cuttula Narrain gave to Paum Vencaty Puttee Dated 1725 for 60 Pagodas which with the Respondentia amounts to seventy two Pagodas We agreed if Cuttula Narrain in 60 days from the Date hereof got a Receipt Dated in 1725 from Matchlepatam signed by Paum Vencaty Puttes own hand that he had Paid the whole sum then this Bond to be void on the contrary Cuttula Narrain to Pay Principal and Respondentia But if he brought the Receipt from any other Place except Matchlepatam or after the 60 Days were expired the Receipt to be of no effect Cuttula Narrain answered he Received no more than 50 Pagodas for the Bond and Returned 8 Pagodas 18 fannams in all 22 Pagodas we told him if he would take his oath he had paid 22 Pagodas to Paum Vencaty Cuttee it should be Deducted on the contrary to Pay Somadrue Principal and Interest amounting to 72 Pagodas.

Signed the 8th. January 1731/2.

Poncala Gruapah
Annula Narrain
Oudiah Tillapah
Kittee Rilew

MAYORS COURT AT MADRASSPATNAM. Tuesday the 28th. day of March Anno Domini 1731/2.

The said Somadrue Producing before this Court an award made by several Arbitrators whose names were thereto subscribed in pursuance of Bonds mutually entred into by sd. Somadrue and Cuttala Narrain whereby the matters in Dispute between them were submitted to the Determination of the said arbitrators and Praying that the same might be made an order of this Court agreeable to the tenour of the said Bonds This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the said award and all the matters and things therein contained Do stand absolutely confirmed and that the said Cuttana Narrain Do pay unto the said Somadrue the sum of seventy two Pagodas unless he the said Cuttana Narrain Do on or before the 4th. day of April next make oath at Triplicane Pagodas that he hath Paid the sum of Twenty two Pagodas in Part of the said Debt as by him is Pretended in which case the said Twenty two Pagodas is to be Deducted out of the sum of seventy two Pagodas as by the said award is Directed.

MAYORS COURT AT MADRASSPATNAM. Tuesday the 11th. day of April Anno Domini 1732.

Upon Producing before this Court by the said Somadrue an order made by this Court in his Behalf on the 28th. day of March last and informing the Court that Cuttana Narrain had Refused to comply therewith This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the said Cuttana Narrain Do pay unto the said Somadrue the sum of seventy two Pagodas with his costs.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Teagapah Chittee of Fort St. George Merchant that your Orator did advance and Lend unto Chinnee Woodundee now being and Residing in Madrass the sum of Two hundred Pagodas for securing the Repayment of which sum he the said Chinnee Woodundee did make and give to your Orator one Cadjan note under his hand bearing Date the fourth Day of April which was in the year 1728 thereby promising to Repay the said sum of Two hundred Pagodas with Interest after the Rate of 9 ℔ cent ℔ annum on Demand as by Translate of the said note will appear and your Orator shews that he hath often Demanded Payment of the Principal and Interest Due on the said note from the said Chinnee Woodundee But now so it is that the said Chinnee Woodundee Refuses to comply with his said engagement to your Orator To the end therefore that the said Chinnee Woodundee may upon his corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of Two Hundred Pagodas and Interest after the Rate of eight ℔ cent ℔ annum and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience. NOVR. 16TH. 1731

WM. TERMIN
Attorney for the Complainant.

I promise to Pay to Tagapah Chittee on Demand the sum of Two hundred Pagodas with Interest after the Rate of nine ℔ cent ℔ annum for value Received. APRIL 4TH. 1728.

Witness my hand.
Witness.
Trepasurue Mar Chittee.
Sashia Braminy.

CHINNEE WOODUNDEE.

Wrote by Govinda.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 11th. day of April 1732 Between Tagapah Chittee of Fort St. George Merchant Complt. and Chinnee Woodundee of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a Cadjan note signed by the Defendant Dated the 4th. day of April 1728 and the Defendant having several times been summoned to appear and answer the said Petition But willfully neglecting so to Do this Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Two hundred Pagodas being the Principal of said note with Interest after the Rate of Eight ℔ cent ℔ annum from the Date thereof together with his costs of suit.

℔ CUR

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

NOVr. 9TH. 1731. Humbly complaining sheweth unto this Honble. Court your Orator Vassinda Budrayah that sometime in the Month of July Last your Orator did Advance and Lend unto one Nallum Linganah Merchant now Residing in Madrass the sum of Sixty Pagodas which sum was agreed to be Repayed unto your Orator monthly at five Pagodas each month until the Principal and Interest thereof should be Discharged as by the Translate of the said Bond hereto annexed will appear and the further Condition thereof was that in case of Default of such monthly Payments the whole should become immediately Due to your Orator Now so it is may it Please this Honble. Court that the said Nallum Linganah hath not as yet Paid any part of the said money to your Orator though often Required so to Do whereby the whole condition of the said Bond is Become forfeited to your Orator To the end therefore that the said Nallum Linganah May upon his oath true and perfect answer make to all the matters herein sett forth as fully and effectually as if the same were here again Repeated and Interrogated and that he may be Decreed to Discharge the aforesaid Bond together with such Interest as shall appear Due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

H. RUMBOLD
Attorney for the Complainant.

JULY 29TH. 1731. I do hereby acknowledge to have Borrowed and Received of Vassinda Budrayah the sum of sixty Pagodas which sum I do hereby oblige myself to pay him in the term of a year at 5 Pagodas ℔ month in case I should not be so good as my word then the said Budrayah is to have the said sum with Interest at the Rate of 9 ℔ cent ℔ annum on Demand.

Witness
Somadrue
Woodandee

NALLUM LINGAPA.

Drawn ℔

Vedal Sama Narrain.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 11th. day of April 1732 Between Visanada Budrayah of Fort St. George Merchant Complainant and Nallum Lingapah of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hand of the Defendant Dated the 29th. of July Last and the Defendant appearing in Court and acknowledging the execution of said Bond and having been several times summoned to answer said Petition but willfully neglecting the same This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendt. Do pay unto the Plantiff the sum of sixty Pagodas being the Principal Due on the said Bond with Interest after the Rate of eight ꝑ cent ꝑ annum from the Date thereof together with his costs of suit.

ꝑ CUR

MAYORS COURT AT MADRASSPATNAM.

Tuesday the Eleventh Day of April Anno Domini 1732 Between Sunca Ramaty of Fort St. George Merchant Complainant and Gevendauze of the same Place Defendant.

Upon Reading the Plaintiffs Petition and also Translate of a no[te] under the hand of Governadauze Late father of the Defendan[t] Dated the first Day of July 1729 and the Defendants Refusing to put in an answer to the said Petition though Duely summon[ed] for that Purpose and the Plantiff making oath that he had not Received any Part of the principal or Interest & Due thereon This Court doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant do pay unto the Plantiff the sum of Two thousand one hundred and thirteen Pagodas being the Principal money Due on the said note with interest after the Rate of Eight ꝑ cent ꝑ annum from the Date thereof together with his costs of suit.

ꝑ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orators the Minister and Church Wardens of the Parish of St. Marys in Madrass that Francisco Calamattee Blacksmith now Residing in Madrass having occasion for a sum of money applyed himself to your Orators Requesting the Loan thereof whereupon your Orators did advance and Lend unto the said Calamattee the sum of one hundred Pags. For securing the Repayment whereof the said Francisco Calamattee did by writing under his hand and seal bearing Date the Thirtyeth day of April which was in the year of our Lord 1730 assign and make over unto your Orators all those his two houses with the appurtenances thereto belonging in the said assignment Particularly Described To hold to your Orators their heirs and assigns for ever in which said assignment is Contained a Proviso for making void the same on Payment of the said sum of one hundred Pagodas with Interest after the Rate of Eight ꝑ cent ꝑ annum at or before the expiration of one year to be accounted from the Date thereof as by the said assignment Ready to be Produced as this Honble. Court shall award will appear be and your Orators shew that the time for Payment of the Principal and Interest Due on the aforesaid security is Long since past and your Orators have by themselves and agents frequently applyed to the said Francisco Calamatee for Discharge of the same But now so it is may it Please this Honble. Court that the said Francisco Calamattee Refuses to satisfy his said engagements to your Orator To the end therefore the said Francisco Calamattee may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to Pay to your Orators the said sum of One hundred Pagodas and the Interest Due thereon and that in Default thereof the

MAY 12TH. 1732.

said Mortgaged Premises may be sold and the money arising by such sale Paid and applyed in and towards Discharge of your Orators said Demand and that your Orators may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

W^{M}. TERMIN
Attorney for the Complainant.

MAYORS COURT
AT MADRASSPATNAM.

Fryday the 19th. May Anno Domini 1732 Between the Minister and Church Wardens of the Parish of S^{t}. Marys in Madrass Complainants and Francisco Calamattee of the same Place Smith Def^{t}.

Upon Reading the Plantiffs Petition and also one Deed Poll of assignment Bearing Date the 30th. April 1730 and the Defend^{t}. appearing in Court and acknowledging the execution of the said Bond and that the money still Remained Due thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiffs the sum of One hundred Pagodas and Interest Remaining Due on the said assignment together with his costs of suit.

℘ CUR

TO THE HON^{BLE}. THE MAYORS COURT
AT MADRASSPATNAM.

APRIL 18TH. 1732. Humbly complaining sheweth unto this Honble. Court your Orator Veraguah Moodelaire of Fort S^{t}. George Merchant That sometime in the month of July which was in the year 1726 one Videnadah now Residing in the Town of Madrass Did Borrow take up and Receive of and from your Orators uncle Nell Tombe late of Fort S^{t}. George aforesaid merch^{t}. the full and just sum of Two hundred Pagodas current of Madrass and for the Better securing the Repayment of the said sum together with the Lawfull Interest that might become Due thereon unto him the said Nel Tombee and unto his heirs he the said Videnadah Did Draw sign Execute and give unto the said Nell Tombee one Cadjan Bond or writing obligatory under Date the first Day of July in the aforesaid year 1726 payable on Demand as by the said Bond Relation being thereunto had and which your Orator hath Ready to Produce as this Honble. Court shall Direct will appear your Orator shews that sometime in the month of July which was in the year 1727 the said Nell Tombe Departed this Life and Left your Orator heir to all every and singular the Moneys Lands houses Goods Chattles Credits and all other Effects whatsoever belonging or appurtaining unto the said Nell Tombe at the time of his Decease as aforesaid by virtue of which authority your Orator became Possessed of and entitled to the Bond aforesaid of the said Vedenadah and your Orator shews he hath often Demanded the amount of the same from the said Videnadah but hitherto without Effect To the end therefore that the said Videnadah may answer upon his Corporal oath the matters before stated and be Decreed to pay your Orator the aforesaid sum of Two hundred Pagodas with the Interest which shall appear to be Due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 19th. day of May Anno Domini 1732 Between Veraguah Moodelaire of Fort St. George Merchant Complainant and Videnadah of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hand of the Defendant Dated the first Day of July 1726 and the Defendant appearing in Court and acknowledging the Execution of the said Bond and that the money still Remained Due thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Two hundred Pagodas being the Principal money Due on the said Bond with Interest after the Rate of Eight ℔ cent ℔ annum from the Date thereof together with his costs of suit.

℔ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

APRIL 13TH. 1731.

Humbly complaining sheweth unto this Honble. Court your Orator Sandyapah of Fort St. George Merchant That on or about the month of January which was in the year 1718/19 one Tellesinga (since Deceased) having Bought of Mr. Thomas Theobald a Quantity of Quick Silver or some other goods and not having money Ready to Pay for the same your Orators Brother Periatombe (also since Deceased) Became security to Mr. Theobalds for the said Debt of Tellesinga being one Thousand four hundred Pagodas and further your Orator shews that on or about the 16th. of May following your Orators said Brother being called upon by Mr. Theobalds attorney Mr. Benyon) in Default of the said Tellesinga's Discharging his Debt to pay and satisfy the same in his stead as having Become his securtiy Thereupon your Orators said Brother Periatombe did accordingly Pay the said sum of one thousand Four hundred Pagodas unto the said Mr. Benyon as attorney for Mr. Theobald and thereby Redeemed the said Tellesinga's Bond for the Like sum and your Orator further shews that the said Bond being the handwriting of one of the heads of the cast was made Binding to all the Brothers of the said Tellesinga as Relation had thereto will evidently appear and your Orator further shews that the said Tellesinga being pretty much involved in Debt and having Paid only about the sum of 230 or 240 Pagodas of the said Debt to your Orators Brother did think fitt to abscond sometime after and withdrew himself out of the English Bounds and continued so until one Deveroy who was head of the cast undertook to obtain of the Creditors of the said Tellesinga a Letter of Licence to Return and try to make up his affairs and your Orator being then at Pegu the said Deveroy did apply himself to your Orators mother and Brother to Procure their consent to the said Letter of Licence assuring them they should not Loose a fannam of the Debt so as aforesaid owing by the said Tellesinga to your Orators Deceased Brother Periatombe and in pursuance of his Promise and the assurance then given by the said Devaroy to your Orators mother and Brother he did about that time assemble the heads of the cast and Require that Narrain (Brother of Tellesinga) should set forth before the said Cast People if he had Legally Devided his Estate and interchanged Releases with his said Brother Tellesinga or what good Pretension he had to be exempt from satisfying his said Debt to Periatombe whereupon the said Narrain offering to Build his Defence on an award of four Persons whom under colour of Disputes between Tellesinga and Narrain these Two Brothers had agreed to call Arbitrators and a Discharge passed between them agreeable to such award the whole appearing to have been Clandestinely Transacted with Intent to screen the Brothers of Tellesinga and no ways conformable to the known Rules and custom of making a Division and Discharging the Brothers from each others future engagements which is always (or ought to be) Done in the most publick and solemn manner before the heads of the cast who Preside on such occasions and also it appearing that the said Award was wrote by order of Mr. Legg at his house and so sent about to the Arbitrators to sign and afterwards being Brought to Mr. Legg (who was at that time Mayor of this Town) he thought fitt to give it

the sanction of his hand and sign thereto the said Tellesinga being his Conicoply all which Proceedings savouring strongly of Collusion and Fraud the said Heads of the cast did Require of the said Narrain to sign a Bond empowering the said heads of the cast to seize on and take Possession of all such effects as should be found belonging to the said Tellesinga and engaging that at his Brothers Return to this Place he should give Bond for the debt Due to your Orators Brother Periatombe and if his said Brother should not accordingly give Bond and satisfy the said Debt that in such case he the said Narrain should be answerable for the same to the heads of the Cast which Bond exists in the hands of the aforementioned Deveroy who is Ready to Produce the same whenever called upon by this Honble. Court so to Do and the Translates of this and the Bond Redeemed of M^r^. Theobalds by your Orators Brother Periatombe are hereunto annext But now so it is may it Please this Honble. Court that the said Tellesinga having only paid the sum of Two hundred and forty Pagodas or thereabouts in part of the said Debt and Norrain and Eat Rajah being Brothers of the said Tellesinga Do insist on the Pretended Division and Releases passed Between them though Disavowed by the heads of the Cast and Narrain without Regard to the aforementioned Bond by him given to the said heads of the cast sixteen months after the date of the Collusive award abovementioned Does Refuse to satisfy your Orators Just Demands by satisfying his said engagements to the heads of the cast though Long and frequently importuned to that Effect and Purpose To the end therefore that the said Narrain and Eat Rajah may upon their Corporal oaths true and perfect answer make to all the matters herein stated and that they may more Particularly sett forth whether your Orators Brother Periatombe did not so become security to M^r^. Theobalds for their Deceased Brother Tellesinga in the sum of one thousand four hundred Pagodas and whether your Orators said Brother did not accordingly Discharge and Pay the said Debt and thereby Redeem their Brothers and their Joint Bond and whether they Did and when make a Publick and Legal Division of all their Estate and thereupon give each other their Reciprocal Discharges from all future engagements of each separate Party and whether their Deceased or they or either of them have ever Paid the whole or what Part of the said Fourteen hundred Pagodas and why they Refuse to pay unto your Orator or to the heads of the cast the Residue of the said sum according to the Tenour of the Bond so as aforesaid executed by Narrain to satisfy the same in case Tellesinga should fail so to Do and that they may be Decreed to pay unto your Orator the sum of one thousand one hundred and sixty Pagodas or such sum as shall appear Due to your Orator together with the Interest Due thereon and that your Orator may have such further and other Releif as to equity and good Conscience shall appertain.

SAMUEL PALMER
Attorney for the Complainant.

Translate of Tellesinga's Bond to M^r^. Thos. Theobalds Paid and Redeemed by Periatombe Deceased.

1718/19 JANRY. 5TH. Tellesinga gave this Interest Bond to M^r^. Theobalds for himself and his Brothers for the sum of Fourteen hundred Pagodas at the Rate of Ten ℔ cent ℔. annum to Pay upon Demand.

Witness.

Macedua Naiques }
Caillapoory. } Tellesinga's own sign.

Somadrue wrote the Bond.

CHARLES NERO.

Translate of an obligation Bond given to the heads of the cast by Narrain son of Chinatombe on account of Dealings Between his Brother Tellesinga Moodelaire and Chinnayah and Peria Tombe.

In the Presence of the heads of the cast I Narrain give this Bond that when their accounts are settled by you if you find any money or effects belonging to him upon sufficient Proof you may take Possession of them I also oblige myself (he not being here when he comes to this Place shall give Bond to satisfy Chinayah Moodelaire and Periatombe which if he Refuses I will be answerable to you But if he gives one Mine to be Cancelled Dated this Twenty seventh day of March 1719 witness my hand.

NARRAIN.

True Translate.

CHARLES NERO.

TO THE HON^BLE. THE MAYORS COURT
AT MADRASSPATNAM.

The humble Petition of the Defendants Sheweth that the Plaintiff having Preferred his Bill in this Honble. Court against your Petitioners for Recovery of a Debt Due to him from your Petitioners Late Brother Deceased and in order to support such his Demand setts up a Bond said to be executed by your Petitioners and Remaining in the hands of one Deveroy and it being necessary for your petitioner Eat Rajah to inspect the said Bond the Better to enable him to put in an answer to the said Bill. MAY 4TH. 1731.

Your Petitioners therefore most humbly Pray that the said Deveroy may be ordered forthwith to Deposite and Leave with the Register of this Honble. Court the said Bond and that your Petitioners may be at Liberty to inspect and take copy of the same.

and your Petitioners shall Pray &c^a.

SURAT 21 DIE MAII 1731
CORAM ME.
W. MONSON.

THE ANSWER of Narrain of Fort S^t. George Merchant Defendant to the Bill of Complaint of Sandyapah of the same Place Merchant Complainant.

This Defendant saving and Reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the Errors and untruths in the said Bill contained for answer thereto or unto so much thereof as this Defendant is advised Doth materially concern this Defend^t. to make answer unto he answereth and saith he Beleives it may be true that at or about the time in the Bill mentioned Tellesinga this Defendants Late Brother Deceased might Purchase of M^r. Thomas Theobalds Goods to the amount of one thousand four hundred Pagodas and that for securing the Repayment thereof to the said M^r. Theobalds such Bond was signed by the said Tellesinga as in the Bill sett forth and this Defendant also Beleives it may be true that the Complainants Late Brother Periatombe Deceased might as security for this Defendants Brother Pay the said sum of one thousand four hundred Pagodas to the said M^r. Theobalds or his attorney and thereupon take up the said Bond so executed by this Defendants Brother but this Defendant Doth Deny that such Bond was any ways binding to this Defendant as by the Compl^tts. is Pretended the same never having been signed or executed by him this Defendant and this Defendant saith that several Disputes arising between this Defendant and his said Brother Tellesinga this Defendant and his said Brother did enter into Bonds to stand to the award and Determination of several Persons by them indifferently chosen and accordingly the said Arbitrators did make an award in writing and Did thereby Direct that the Estate and Effects then belonging to this Defendant and his Brothers should be equally divided Between this Defendant Tellesinga and Eat Rajah one

other Defendant in the Bill named and this Defendant saith That a Partition and Division was made of the said Estate Pursuant to the said award and on or about the Twenty first day of November which was in the year 1717 the said Tellesinga and Eat Rajah Did make and give to this Defendt. one Release or Discharge Reciting the said arbitrators award and that a Partition and Division of the said Estate had been made pursuant thereto wherein it is expressly Declared that from the Date thereof neither Party should be any ways concerned in the Dealings Debts or Demands of the other and that what money should at any time thereafter be gotten by either Party should Remain to their own Proper use as by Translate of the said Discharge Ready to be Produced as this Honble. Court shall Direct will appear and this Defendt. saith he humbly insists on the said Release and Discharge Executed by the said Tellesinga as aforesaid (the same bearing Date Precedent to the Bond on which the Complainants Demand is Grounded) in Bar of the Relief sought by the Complainant and Prays to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

Wm. Termin
Attorney for the Defendt.

Translate of a Discharge given by Tellesinga and Ettrus to Narrain Dated the 21st. November 1717. Whereas we Tellesinga and Ettrus jointly in the Presence of the worshipfull John Legg Esqr. Mayor Do give our Discharge to Narrain from all Demands and Disputes Upon a Dispute between us about our Estate addressed ourselves to you and Examining both Parties ordered us to Chuse Arbitrators and to stand to their award We accordingly Bound ourselves in a Penal Bond to chuse the following vizt. Chulumoodu Moodelare Accombrum Moodelaire Pellava Mutapa Moodelaire Colandapa Moodelare who examining us all three about our affairs from the Beginning to the end together with the witnesses and accompts gave their award as follows viz. That all their Debts to this Day Estate Dealings house and Gardens Jewels Cattle Vessels in Copper Brass &ca. should be equally Divided into three Parts and Narrain to Pay Ettrus 96 Pagodas 5 fannams and 40 cash and Tellesinga to pay him 16 Pagodas 33 fannams being his Dividend in all 113 Pagodas 2 fannams and 40 cash all which shall be Deposited in the hands of Narrain till Ettrus comes to years of Maturity and also to keep him in his custody and to Provide him a house and the Charge of the house and his maintenance to be Deducted and the Remainder to be employed in Merchandize till he Demands it and Narrain to give him an account when he Demands it In the presence of the worshipfull John Legg Esqr. we three have Divided our shares and we Tellesinga and Narrain according to the Arbitrators award Deposited the Two sums which are to be paid to Ettrus You Narrain shall take Ettrus into your Custody and between you all three to have no concerns in any Dealings Debts or Demands only a Brotherly Love in eating and Drinking together and that Narrain shall take care of their two mothers and whatever money is got by either of them to be their own and they not to be concerned in each others Dealings Upon which we Tellesinga and Ettros give this Discharge to Narrain according to the Arbitrators award from all Demands and Disputes whereunto we have set our hands.

This Discharge was written by the choultry Conicoply Munagapah.

Tellesinga
Ettros.

Witness
John Legg.
Chulamoodu Moodelaire.
Accombrum Moodelaire.
Pellava Mootapah Moodelaire.
Colandapah Moodelaire.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 23d. day of November Anno Domini 1731 Between Sandyapah of Fort St. George Merchant Complˡᵗᵗ. and Narrain & Eat Rajapah of the same Place Merchants Defendants.

The Defendants Representing to this Court by their Attorney that they had attended the heads of their cast and the former arbitrators between the Complainant and the Defendants Pursuant to an order of the 10th. day of August last but that the Complainant Refused to comply therewith and Praying the Directions of the Court therein This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Complainant Do forthwith attend the Present heads of the cast the former arbitrators or so many of them as are now Living with his Papers and vouchers that a final award may be made by them within the space of six months from the Date hereof and in case the Complainant shall Refuse or omit to attend as aforesaid It is further ordered that the Defendants shall be absolutely Discharged from any further Prosecution by the Complainant on account the matters now in Dispute between them and it is further ordered that the Complainant Do pay the additional costs.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Translate of an award Dated the first day of May 1732 we the heads of the cast (being on the 23d. day of November the former arbitrators humbly crave Leave to make our Report whereas you was Pleased to order Narrain Ettraus and Sandyapah to attend us and have the Difference Decided notwithstanding which order Sandyapah Refused to attend and addressed himself to The Governor in the Last month who sent for us and ordered to make an end of this affair We accordingly acknowledge that Narrain Ettrus and Tellesinga Deceased being Legally Discharged from all Demands on one another We thereupon agreed and awarded that Narrain and Ettrus are included from Tellesingas Deceased Debt to Sandyapa By Virtue of which we further conclude that Narrain and Etrus are absolutely Discharged from the Bond that Sandyapa now Produces and that he might sue the Deceased Tollesingas widow and children for the same.

We further agreed and Did take eight persons more to assist us and Decided the matter also between Tandyapah and the Deceased Tellesinga's widow and children.

MOODU MOODELARE.
ACCOMBRUM MOODELAIRE.
COLANDAPAH MOODELAIRE.
PALAVA VENCATA MOODELAIRE.
CHANDA WOODANDE MOODELARE.
MUNNEPACK CHINTOMBE MOODELARE.
NALLATOMBE MOODELAIRE.
AYATOMBE MOODELAIRE.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 19th. day of May Anno Domini 1732 Between Sandyapah of Fort St. George Merchant Complainant and Narrain and Eat Rajah of the same Place Merchants Defendants.

Upon Reading an order made in this Court Dated the 23d. day of November last and also an award made pursuant thereto Dated the first Instant whereby the several arbitrators Declare that the Plantiff hath no Demand on the Defendts.

on account the Bond executed by their Brother Tellesinga Deceased to him and upon consideration had of the Premises and no Fraud or collusion appearing to have been used in the obtaining said award This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the said award and all and every the matters and things therein contained be and are hereby Declared to be of equal force and validity with a Decree of this Hon[ble]. Court and that the Plantiff do abide by and comply therewith and it is further ordered that the Plantiff Do pay the additional costs.

℘ CUR.

COURT OF APPEALS AT MADRASSPATNAM.

Between Sandyapah of Fort S[t]. George Merchant Appellant and Narrain & al[s]. of the said Place Respondents.

This cause coming this sixteenth Day of October to be heard and Debated in Presence of the Attorneys on both sides and the several Exhibits in this cause before the Hon[ble]. the Mayors Court being Read and Duely considered and it appearing that the said Hon[ble]. the Mayors Court had ordered the Parties Complainant and Respondent to apply to the heads of the cast for their Decision in this Cause it being a matter Relating to the customs of the casts and that the said Heads of the Cast had with other arbitrators by an award bearing Date the first of May Last past fully Discharged the Defendants from any Demand which the Complainant should make on them on acount of any Debt or Debts Due to him the said compl[tt]. from Tellesinga Deceased Brother to the said Defendants and it appearing further that the said Hon[ble]. Mayors Court had made the said award a Decree of their Court and entered the same on Record as a Decree of their said Court and the appellant not having brought any Proof either that the said award was obtained by Fraud or Collusion or that it Contradicted the customs of the cast or shown any other Error in the same or in the said Decree of the Hon[ble]. the Mayors Court This Court Doth therefore order and Decree that the Decree of the Hon[ble]. the Mayors Court in this cause Do stand confirmed and that the appellant Do pay the costs of this appeal.

GEORGE TORRIANO
C[l]. C[o]. Appeals.

TO THE HON[BLE]. THE MAYORS COURT AT MADRASSPATNAM.

FEB[RY]. 12TH. 1731/2.

Humbly complaining sheweth unto this Hon[ble]. Court your Orator Pallian Nina Chittee of Fort S[t]. George Merchant that sometime in the month of December 1731 your Orator obtained a Judgment and Decree in this Hon[ble]. Court for the sum of Pagodas 2166. 24 — against one Sannah Vencaty Kistnah merchant now being and Residing in this Place and which Decree was sometime after allowed and confirmed by a subsequent order and Decree of the Hon[ble]. the Court of appeals upon an appeal Lodged in the said Court your Orator shews that upon Default of Payment of the amount of the afores[d]. Decree to your Orator and after Due Process in this Hon[ble]. Court first had Sundry Goods and Effects belonging to the said Sannah Vencaty Kistna and Mortgaged unto your Orator were taken in Execution by the Sheriff of Fort S[t]. George and by him sold at Publick Outcry at the seagate pursuant to the Tenour of a warrant of Execution obtained from this Hon[ble]. Court by your Orator and Bearing Date the 9th. day of February past But now so it is may it please this Hon[ble]. Court that the amount of the Premises so Disposed of at Publick Outcry are not sufficient to answer and satisfy the contents of the Decree abovementioned being the said Sannah Vencatys Debt to your Orator as adjudged by this Hon[ble]. Court and the Court of Appeals and your Orator further shews that he hath several times Demanded the Remaining Part of the Money Due upon the said Decree But hitherto without Effect To the end there-

fore that the said Vencaty Kistnah may upon his Corporal oath True Direct and perfect answer make to all and singular the Premises beforementioned as fully and Particularly as if the same were here again Repeated and Interrogated and that he may be Decreed to pay unto your Orator so much money as upon a stated accompt to be taken by the Register of this Honble. Court shall apear to be Due on the Decree aforesaid and that your Orator may have such other Releif in the Premises as shall be agreeable to Equity.

H. Rumbold.

Mayors Court at Madrasspatnam.

Fryday the 19th. of May Anno Domini 1732 Between Palliam Nina Chittee of Fort St. George Merchant Complainant and Sannah Vencaty Kistna of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also a Decree of this Court made in this cause the third Day of December Last and also a Decree of the Court of Appeals Dated the third Day of January Last and it appearing to this Court by the endorsement on the warrant of Execution that the Complainant had Received only the sum of one hundred seventy nine Pagodas five fannams and fifty Two cash from the sale of the Mortgaged Premises This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiffs the sum of one thousand nine hundred and Eighty seven Pagodas Twenty Eight fannams and Twenty eight cash being the Ballance remaining Due to him on the aforesaid Decree together with his further costs.

℔ Cur.

To the Honble. the Mayors Court at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orator John Holme of Fort St. George Mariner by his attorney Mary Holme now Residing in Fort St. George that on or about the thirteenth day of September last your Orators said attorney Did Lend unto Hannah Herrington widow now Living in Madrasspatnam the sum of Thirty five Pagodas Twelve fannams for securing the Repayment of which the said Hannah Herrington did Deposit with your Orators said attorney the Bill of sale of her house But now so it is may it Please this Honble. Court that the said Hannah Herrinton [*sic*] Refuses to Discharge the said Debt though often Requested thereunto To the end therefore that the said Hannah Herrington may upon her Corporal Oath true Perfect and Direct answer make to all and singular the Premises and may be Decreed to Pay unto your Orators said attorney the above sum of Thirty five Pagodas and Twelve fannams together with such Interest as shall become Due thereon and that your Orator may have such other Releif in the Premises as shall be agreable to Equity. Jan^ry^. 11th. 1731.

H. Rumbold
Attorney for the Compl^tt^.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 30th. day of May Anno Domini 1732 Between John Holme of Fort St. George Merchant Complainant and Hannah Harrington of the same Place widow Defendt.

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hand of the Defendant and the Defendant having been several times summoned to appear and answer the Plantiffs Bill but willfully neglecting the same This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Thirty five Pagodas Twelve fannams with interest after the Rate of Eight ⅌ cent ⅌ annum from the Date of the said Bond together with his costs of suit.

⅌ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Visinada Budriah of Fort St. George Merchant that Veasum Paupah a Braminy now being and Residing in the Town of Madrasspatnam Did by a Deed of assignment Bearing Date the ninth Day of February in the year 1727 in consideration of the sum of Three hundred and fifty Pagodas therein mentioned to be Paid to the said Veasum Paupah by your Orator assign and make over to your Orator all that Garden Ground near Mudpoint in the said assignment Particularly Mentioned to hold to your Orator his heirs and assigns for ever in which said assignment is contained a Proviso for making void the same upon Payment of the said sum of Three hundred and fifty Pagodas and Interest thereon after the Rate of Eight ⅌ cent ⅌ annum at or before the end or expiration of Two years from the Date thereof as by the said assignment under the hand and seal of the said Veasum Paupah Ready to be produced as this Honble. Court shall award will appear your Orator shews that the time for Redeeming the said mortgaged being Long since Elapsed your Orator hath many the Demanded the said Veasum Paupah to pay him the Money due thereon and to take up the said mortgage But your Orator shews that he hath been put off from time to time with Delays and excuses and hath never obtained any satisfaction for the same To the end therefore that the said Veasum Paupah may upon his Corporal oath true Direct and perfect answer make to all and singular the matters and things herein before sett forth in such maner and form as if the same were here again Repeated and Interrogated and that he may be Decreed to Pay the aforesaid sum of Three hundred and fifty Pagodas together with such Interest as shall appear to be Due thereon and that in Default of such Payment the mortgaged Premises may be sold and the money arising by such sale may be paid to your Orator in satisfaction of your Orators said Debt as far as the amot. of the said Premises will extend and that your Orator may have such further and other Releif as shall be agreeable to Equity.

H. RUMBOLD
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 30th. day of May Anno Domini 1732 Between Visianada Budria of Fort St. George Merchant Complainant and Veasum Paupah of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also one Deed of assignment Dated the ninth Day of February 1727 and the Defendant having appeared in Court and acknowledged the Execution of said Bond and that the money still Remained Due thereon This Court Doth think fitt to order and Decree and Doth accordingly

order and Decree that the Defendant Do pay unto the Plantiff the sum of Three hundred and fifty Pagodas being the Principal money Due on the said assignment with such Interest as Remains Due thereon after the Rate of Eight ℔ cent ℔ annum together with his costs of suit.

℔ CUR.

TO THE HON^BLE^. THE MAYORS COURT
AT MADRASSPATNAM.

DEC^R^. 13TH 1731.

Humbly Complaining sheweth unto this Honble. Court your Orator Ghengarum of Fort S^t^. George Merchant that your Orator did advance and Lend unto Chetumbrum Chittee Cundapah Late of Fort S^t^. George aforesaid Merchant Dec^d^. the sum of one hundred Pagodas current of Madrass for securing the Repayment whereof the said Chetumbrum Chittee Cundapah Did make and give to your Orator one Cadjan note under his hand Bearing Date the first Day of November which was in the year 1717 thereby Promising to Repay the said sum of one hundred Pagodas with Interest after the Rate of seven and one half ℔ cent ℔ annum on Demand as by Translate of the said note will appear and your Orator shews that the said Chetumbrum Chittee Cundapah is since Dead Leaving Comrapah his son and heir who hath Possessed himself of all and every the Estate and effects of his said Father Deceased and your Orator further shews that he hath frequently Demanded Payment of the Principal and Interest Due on the said note not only from the said Chetumbrum Chittee Cundapah in his Lifetime but also of the said Comrapah his son since his Decease But now so it is that the said Comrapah Refuses to Discharge his Fathers said engagements to your Orator To the end therefore that the said Comrapah may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to pay your the said sum of one hundred Pagodas and the Interest Due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good Conscience.

W^M^. TERMIN
Attorney for the complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 6th. day of June Anno Domini 1732 Between Ghengarum of Fort S^t^. George Merchant Complainant and Comrapah son and heir of Chetumbrum Chittee Cundapah Deceased Defendant.

Upon Reading the Plantiffs Petition and also Translate of a Cadjan note under the hand of the said Chetumbrum Chitty Cundapah Dated the first Day of November 1717 and it appearing to this Court that the Defendant had been several times summoned to appear and answer the Plantiffs Petition But that he willfully neglected so to Do This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of one hundred Pagodas being the Principal money Due on the said with Interest after the Rate of Eight ℔ cent ℔ annum from the Date thereof together with his costs of suit.

℔ CUR.

COURT OF APPEALS AT MADRASSPATNAM.

Between Comrapah of Fort S^t^. George Merchant Appellant and Ghengarum of the said Place Respondent.

This cause coming this sixteenth Day of October to be heard and Debated in the Presence of the attorneys on both sides and it appearing to the Court that Comrapah the appellant in this cause had been cast in the Honble. the Mayors Court for contempt and obstinately Refusing to Put in an answer to the Bill of the Complainant and he having in his Petition of appeal shewn no cause why the said Decree of the Honble. the Mayors Court Should be Reversed and sett aside This Court Doth Order and Decree that the Decree of the Honble. the Mayors Court in this cause Do stand confirmed and that the appell^t^. Do pay the costs of this appeal.

GEORGE TORRIANO.
C^l^. C^o^. Appl^s^.

TO THE HON^BLE^. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Holland Goddard of Fort S^t^. George Merchant tha[t] sometime in the month of April Last past one Tondava Comrapah Merchant now Residing in this Place being necessitated for a certain sum of money applyed himself to your Orator who agreeable to such Request Did advance and Lend unto the said Tondava Comrapah the sum of one thousand and seventy Pagodas Twenty nine fannams and forty nine cash and your Orator shews that for the better securing the Repayment thereof to your Orator and his assigns the said Tondava Comrapah did become Bound by one Promissory note of hand Bearing Date the 19th. day of April aforesaid unto your Orator and his assigns for the Repayment of the afores^d^. sum with usual Interest thereon within fifteen Days of the Date of the note aforesaid But now so it is may it Please this Honble. Court that the said Tondava Comrapah neglects or Refuses to Discharge and satisfy your Orators Just Demand To the end therefore that the said Tondava Comrapah may upon his Corporal oath Direct true and perfect answer make to all every and singular the Premises in as full and ample manner as if the same and every of them were here again Repeated and Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid sum of one Thousand and seventy Pagodas Twenty nine fannams and forty nine Cash together with such Interest as shall appear to be Due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to equity and good Conscience.

H. RUMBOLD
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 6th. day of June Anno Domini 1732 Between Holland Goddard of Fort S^t^. George Merchant Complainant and Tondava Comrapah of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also a note under the hand of the Defendant Dated the 19th. day of April last and the Defendant appearing in Court and acknowledging the signing the said Note and that the money Remained Due thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of one thousand and seventy Pagodas Twenty nine fannams and forty nine cash with Interest after the Rate of Eight ℘ cent ℘ annum from the Date thereof together with his costs of suit.

℘ Cur.

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orators Nicholas Morse and William Monson of Fort S^t^. George Merchants that your Orators did sometime past sell and Deliver unto Tondava Comrapah now being and Residing in Madrass sundry Goods to the amount of six hundred and ninety six Pagodas or thereabouts which sum your Orators have often Demanded Payment of from the said Tondava Comrapah But now so it is that the said Tondava Comrapa Refuses to make your Orators satisfaction for their said Demand To the end therefore that the said Tondava Comrapah may upon his corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orators the said sum of six hundred and ninety six Pagodas and that your Orators may have such further and other Releif in the Premises as shall be agreeable to equity and good Conscience. **June 6th. 1732.**

W^m^. Termin
Attorney for the Complainants.

D^rs^.		Tondava Comrapah.	C^rs^.
To Tutenague	Pag^s^. 316 — —	By Ballance Remaining Due	Pag^s^. 696 — —
To Lead	380 — —		
	Pag^s^. 696 — —		

Mayors Court at Madrasspatnam.

Tuesday the 6th. day of June Anno Domini 1732 Between Nicholas Morse and William Monson of Fort S^t^. George Merchants compl^ts^. and Tondava Comrapa of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also an account current and the Defendant appearing in Court and acknowledging the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the defendant Do pay unto the Plantiffs the sum of Pagodas 696. being the Ballance of said account together with their costs of suit.

℘ Cur.

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orator John Powney of Fort S^t^. George That Tondava Comrapah now Residing in Madrass hath Bought and Purchased of and from your Orator a Certain Quantity of wax and Tin to the amount of Four hundred Pagodas and upwards of which sum he hath only Paid to your Orator the sum of one hundred Pagodas and neglects to Pay the Remainder altho'. often Requested so to Do To the end therefore that the said Tondava Comrapah may upon his Corporal oath true Direct and perfect answer make to all and singular the Premises as fully and effectually as if the same were here again Repeated and Interrogated and that he may be Decreed to pay what shall appear to be Due upon the Ballance of said account of Wax and Tin and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good Conscience.

H. Rumbold
Attorney for the Complainant.

Dr.				Tondava Comrapah.				Cr.
Candy. Md. lb.								
To Tin 10—13—17¼ at 30				By Cash Recd.	100	—	—	
Pags. ℔ Candy ..	320	19	20	By Ballance due	342	30	54	
To wax 2. 16. 4. at 42								
Pagodas ℔ Candy ..	117	33	56					
Custom 1 ℔ cent ..	4	13	68					
Pags.	442	30	54	Pags.	442	30	54	

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 6th. day of June Anno Domini 1732 Between Captain John Powney of Fort St. George Complainant and Tondava Comrapa of said Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also an account current and the Defendant appearing in Court and acknowledging the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree That the Defendant Do pay unto the Plantiff the sum of Three hundred and forty two Pagodas 3 hirty [sic] fannams and fifty four cash being the Ballance of said account together with his costs of suit.

℔ Cur

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator George Morton Pitt Esqr. that sometime in the month of March Last past one Comrapah Chittee merchant now Residing in this Place Did Purchase and Buy of and from your Orator a certain Quantity of Tin amounting to Five hundred and Ninety Two Pagodas Twenty three fannams and forty six cash at Two months Trust which Indulgence of Time expired on the sixth Day of May last and now so it is may it Please this Honble. Court that the said Comrapah Chittee neglects to Pay the amount of said Tin to your Orator though several times Required so to Do but puts off your Orator with Trifling and Idle excuses and Delays to the end therefore that the said Comrapah Chittee may upon his Corporal oath true Direct and perfect answer make to all and singular the matters and things above stated and that he may be Decreed to pay unto your Orator the sum of Five hundred and ninety two Pagodas Twenty three fannams and forty six cash and that your Orator may have such other Releif in the Premises as shall be agreeable to Equity and good Conscience.

H. RUMBOLD.
Attorney for the Complainant.

Dr.				Tondava Comrapah.				Cr.
Ca. m. lb.								
To Tin 20 1 20 .. Pags.	592	23	46	By Cash .. .. Pags.	337	—	—	
				By Tin 2 Candy ..	59	—	—	
				By cash	30	—	—	
					426	—	—	
				By Ballance	166	23	46	
Pags.	592	23	46	Pags.	592	23	46	

FORT ST. GEORGE.

ERRORS EXCEPTED
℔ H. RUMBOLD
Atty.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 6th. day of June Anno Domini 1732 Between George Morton Pitt Esqr. Complt. and Tondava Comrapa Merchant Defendt.

Upon Reading the Plantiffs Petition and also an account current and the Defendant appearing in Court and acknowledging the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Pagodas 166. 23. 46 being the Ballance of said account together with his costs of suit.

℘ Cur

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Somadrue Moodelaire of Fort St. George Merchant That your Orator did advance and Lend unto Arrega Kistnamah Deceased the sum of Two hundred and Twenty Pagodas current of Madrass for securing Repayment whereof he the said Arrega Kistnamah did by writing under his hand and seal Bearing Date the fourth Day of April which was in the year 1718 Mortgage assign and make over unto your Orator all that house with a peice of Ground adjoining in the said assignment Particularly Described To hold to your Orator his heirs and assigns for ever in which said assignment is contained a Proviso for making void the same on Payment of the said sum of Two hundred and Twenty Pagodas with Interest after the Rate of nine ℘ cent ℘ annum at or before the Expiration of Two years from the Date thereof as by the said assignment Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that he hath frequently applyed to the said Arrega Kistnamah in his Life time and also to Anantomah his widow since his Death for paymt. of the Principal and Interest Due on the said mortgage But now so it is may it Please this Honble. Court that the said Anantomah Refuses to satisfy her said husbands engagements to your Orator To the end therefore that the said Anantamah may upon her Corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the Principal and Interest Due on the aforesaid security and that in Default thereof the said Mortgaged Premises may be sold and the money arising by such sale Paid applyed in and Towards satisfaction of your Orators said Demand and that your Orator may have such further and other Releif as shall be agreeable to Equity and good conscience. MAY 30TH. 1732.

WM. TERMIN
Attorney for the Complt.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 13th. day of June Anno Domini 1732 Between Somadrue Moodelaire of Fort St. George Merchant Complainant and Anantamah Widow of Arrega Kistnamah Deceased Defendant.

Upon Reading the Plantiffs Petition and also one Deed of assignment under the hands of the said Arrega Kistnomah Dated the 4th. day of April 1718 and the Defendant neglecting to appear in Court though Duely summoned for that Purpose and the Plantiff Declaring that his name was only used in Trust for Chinatombe merchant and the said Chinatombe making oath that he did actually Pay to the said Arrega Kistnomah the sum of Two hundred and Twenty Pagodas as a consideration for his executing the said Deed and that no part of the Principal or Interest had at any time been Paid him This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto

the said Chinatombe the Principal sum of Two hundred and Twenty Pagodas with Interest from the Date of the said assignment together with his costs of suit and in Default thereof that the Mortgaged Premises be sold and the money arising by such sale applyed in and towards Discharge of the Plaintiffs Demand.

℘ Cur

TO THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

APRIL 18TH. 1732.

Humbly complaining sheweth unto this Honble. Court your Orator Chadiapah Moodelaire of Fort St. George Merchant that sometime in the month of November which was in the year 1726 one Videnada merchant now Residing in the Town of Madrasspatnam Did take up Borrow and Receive of and from your Orator the full and Just sum of Forty eight Pagodas for securing the Repayment of which sum with Interest unto your Orator the said Videnadah Did Draw sign execute and give unto your Orator one Cadjan Bond for the aforesaid sum and the Interest that might become Due thereon Payable upon Demand But now so it is may it Please this Honble. Court that the said Videnadah hath Put off your Orator from time to time with faint excuses for upwards of Five years During all which time your Orator hath not Received any Part of the said Bond To the end therefore that the said Videnadah may upon his Corporal oath true and Perfect answer make to all and every the matters before stated and be Decreed to Pay to your Orator the Principal and Interest Due on the Bond aforesaid and That your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good Conscience.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 13th. day of June Anno Domini 1732 Between Chadiapah of Fort St. George Merchant Complainant and Videnadah of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hand of the Defendant Dated the 15th. Day of November 1726 and the Defendant appearing in Court and acknowledging the execution of the said Bond and that the money still Remained Due thereon This Court doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of forty eight Pagodas being the Principal money Due on the said Bond with Interest after the Rate of Eight ℘ cent ℘ annum from the Date thereof together with his costs of suit.

℘ Cur

TO THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

JUNE 13TH. 1732.

Humbly complaining Sheweth unto this Honble. Court your Orators William Studholme Slaughter and Josiah Hindman Trustees of the Estate of John Lawson Deceased Late Commander of the Ship Frances that the Said Captain John Lawson and Trevengalum Comrapah merchant now being and Residing in Madrass in or about the month of July Last past come to an agreement that he the said Trevengalum Comrapah should Provide for the said Captain John Lawson sundry Goods to a very considerable amount and the better to secure the Performance of such agreement he the said Trevengalum Comrapah did by writing under his hand Bearing Date the Twenty second Day of said July agree with the said Captain John Lawson to make for his account Ginghams and Handkerchi[ef] agreeable to List to the amount of Three thousand and seven hundred and eighty one Pagodas to be Delivered him or his order in May Anno Domini 1732 their value to be at the same

time adjusted by four Merchants to be appointed by him in Part of which I the said Trevengalum Comrapah have now Received five hundred Pagodas and I Do hereby agree to Deliver the said goods at their Valuation as by the said Contract Ready to be Produced as this Hon[ble]. Court shall Direct will appear and your Orators shew that they have frequently During the said month of May and since Demanded of the said Trevengalum Comrapah the Delivery of the said goods in order that Valuation might be made thereof agreeable to the said contract But now so it is may it Please this Hon[ble]. Court that the said Trevengalum Comrapah notwithstanding the frequent sollicitations of your Orators Refuses to comply with his contract or to make any satisfaction to your Orators for the Damage sustained by the nonperformance thereof To the end therefore that the said Trevengalum Comrapah may upon his Corporal Oath true and perfect answer make to all and every the matters aforesaid and be Decreed to Deliver to your Orators the said Goods agreeable to the before mentioned Contract entered into by him with the said John Lawson and that your Orators may have such further and other Releif in the Premises as shall be agreeable to equity and Good Conscience.

W[M]. TERMIN.
Attorney for the Complainants.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 16th. June Anno Domini 1732 Between William Studholme Gabriel Slaughter and Josiah Hindman Trustees of the Estate of Captain John Lawson Deceased Complainant and Trevengalum Comrapah of Fort S[t]. George Merchant Def[t].

Upon Reading the Plantiffs Petition and also a Contract under the hand of the Defendant Dated the 22[d]. Day of July Last made by the Defendant with the said Captain Lawson and the Defendant appearing in Court and acknowledging the execution of the said Contract and that he had Received Five hundred Pagodas in Part the money to become Due thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Deliver unto the Plantiffs the several sortments of Goods agreeable to the said Contract and that the Plantiffs Do Pay the Defendant the several Prices therein stipulated for the said Goods and that the Defendant Do pay the costs of this suit.

℘ Cur

TO THE HON[BLE]. THE MAYORS COURT AT MADRASSPATNAM.

MARCH 7TH. 1731/2.

Humbly complaining sheweth unto this Hon[ble]. Court your Orator George Drake of Fort S[t]. George Merchant that one Changonah now being and Residing in Madrass was formerly entertained and employed in the service of your Orator in the office of a Peon in which station he continued for some years your Orator shews that sometime in the month of February which was in the year of our Lord 1726 having great Trust and Confidence in the Diligence and fidelity of his said Peon your Orator Did advance and Pay the said Changonah a certain sum of money amounting to five hundred Pagodas or thereabouts Requiring him the said Changonah to take the same and to go up the Country to a certain Place thereto Purchase such a Quantity of Chank as should amount to that sum for the accompt use and Behoof of your Orator your Orator shews that Pursuant to such instructions Received the said Changonah did proceed on the said journey to the Place appointed him by your Orator and there being arrived he did also Proceed to Purchase Chank on your Orators accompt and Did accordingly Remit unto your Orator several Quantitys of Chank until there Remained only the sum of one hundred and forty two Pagodas to invest for your Orator of which sum he neglected to give your Orator any accompt for sometime at which your Orator being

surprized wrote frequently to him concerning the same commanding him that in case he could not invest the same sum immediately to come away and bring the money Down with him But the said Changonah Put your Orator off with Divers excuses and Delays until your Orators affairs obliged him to go for England sometime in the month of September 1727 at which time your Orator Left this matter among other things to be adjusted by his attorneys whom your Orator hath heard frequently wrote and sent to the said Changonah Requiring and exhorting him to Come to this Place and make up your Orators account fairly with them but all to no effect for as fast as your Orators said attorneys or Persons employed by them found him out and wrote or sent to him in one Place he fled to another and there secreted himself for sometime your Orator shews that sometime in the month of August Last he arrived at this Place again from England and was informed of all the Proceedings before Recited and your Orator shews that having Diligently inquired and found out where the said Changonah secreted himself he once more sent to him Requiring him to Come Down and settle the account before mentioned promising upon his Performance thereof not to molest him further for his Breach of Trust and other unfair Practices but your Orator shews he met with nothing but faint excuses and Repeated causeless Delays for such his candid Proceedings with the said Changonah who hath appropriated the aforesaid sum to his own use and behoof and now refuses to come to any accompt with your Orator for the same and your Orator shews that the said Changonah hath Lately come Down to the Town of Madrasspatnam and there Privately inhabits at this time but with caution avoiding the sight of your Orator or any of his servants being conscious of the Injury Done to your Orator To the end therefore that the said Changonah may true Direct and perfect answer make to all and singular the matters herein sett forth as if the same were here again Repeated and Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid sum of one hundred and forty two Pagodas with the usual Interest on the same and that your Orator may have such further Releif in the Premises as shall be agreeable to equity and also in consideration of the Fraudulent Practises of the said Changonah and for that he may again and in all probability will secret and absent himself from your Orators Just demands if he be not Directly Required to give in Bail to your Orators suit and also for that the said Changonah is very well able so to Do.

H. Rumbold.

Surat 5 Aprilis 1732
Coramme.
John Bulkley
Mayor

The answer of Changonah of Fort St. George Peon Defendant to the Bill of complaint of George Drake of Fort St. George aforesaid Mercht. complt^{tt}.

This Defendant saving and Reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the Errors and imperfections in the said Bill contained for answer thereto or to so much thereof as this Defendant is advised Doth materially concern him this Defendant to make answer unto he answers and says He doth admit that he was for several years entertained in the service of the Complainant as his Peon But this Defendant Doth Deny that at or about the Time in the Bill charged he this Defendant was entrusted by the Complainant or any other Persons on the complainants Behalf with the sum of Five hundred Pagodas or any other sum of money to be by this Defendant invested in the Purchase of chank for the account and use of the Complainant but this Defendant saith that about five or six years past Vencatasia then and now Dubash to the Complainant did Deliver to this Defendant a Bagg sealed up wherein the said Vencatashia informed this Deponent was contained the sum of Four hundred Pagodas and also a Letter signed by the said Vencatashia and one Sashagilum as the said Vencatashia also informed this Defendant at the same time

ordering this Defendant to carry the said Letter and money to Nagore and Deliver the same to one Anantachilum then Residing there who was to Purchase chank therewith and the said Vencatashia did further order this Defendant to stay at Nagore and take care that the chank to be sent in Return for the said money should come up to the muster which he the said Vencatashia would send to this Defendant and this Defendant saith that agreeable to such orders Received from the said Vencatashia he this Defendant did go to Nagore and on his arrival there did Deliver the aforesaid Letter to the said Anantachilum who on Perusal thereof did Demand of this Defendant the said sum of Four hundred Pagodas which this Defendant also Delivered and soon after this Defendant Did Dispatch a Peon to the said Vencatashia advising this Defendants arrival at Nagore and Complyance with the orders Received from him by which Peon the said Vencatashia Did send Musters whereby this Defendant was to sort the chank to be Provided by the said Anantachilum and this Defendt. saith that sometime after the said Anantachilum Did send to the said Vencatashia a Parcel of chank sorted by this Deft. consonant to the Muster Received as aforesaid and which chank for ought this Defendant knows to the contrary might be for accompt the Complainant but this Defendant saith he knoweth not or can sett forth the Particular Quantity of Chank so sent or what was the amount thereof and this Defendant saith that During his stay at Nagore the said Vencatashia Did write a Letter to the said Anantachilum on Receipt whereof the said Anantachilum sent for this Defendant and told him this Defendant he must go to Congeveram where the said Vencatashia then was and thereupon this Defendant proceeded to Congeveram where he found the said Vencatashia who employed this Defendant in Collecting in several sums of money Due from sundry Merchants for coral by them purchased of the said Vencatashia and this Defendant saith that after about Twenty Days stay at Congeveram where the said Vencatashia did order this Defendant to Return to Nagore and to Receive from the said Anantachilum what money might be Remaining in his hands uninvested Pursuant to which Directions this Defendant did Return to Nagore and sometime after his arrival there did Receive from the said Anantachilum the sum of one hundred and ten or one hundred and Twelve Pagodas but the exact sum this Defendant Doth not Remember as the Ballance of accounts Remaining Due to the said Vencatashia the said Anantachilum at the same time telling this Defendant that in case any more money was due he the said Anantachilum had given orders to his Brother the beforementioned Sashagilum to pay the same to the said Vencatashia by Letter then Delivered to this Defendant and this Defendant saith that at the time of this Defendants Receiving the said sum of money and Letter from the said Anantachilum this Defendant was very much indisposed and unable to Travel and did therefore Deliver the money and Letter Received as aforesaid from the said Anantachilum to one Nersia a Peon (and then servant to Mr. Hubbard who was coming from Nagore to this Place Requesting of the said Nersia to Pay the said money and Deliver the said Letter to the said Vencatashia which the said Nersia Promised and accordingly complyed with such promise on his arrival here and this Defendant saith that he continued sick at Nagore for the space of Two months after the Delivery of the said money to the said Nersia and upon his Recovery this Defendant Returned to Madrass when he was informed the Complainant was gone to Europe and this Defendant doth Deny that the Complainant During his Residence here or his attorneys in his absence did ever write or send to this Defendant to Return to this Place or give any account of the said Transactions to them or that he this Defendant did ever abscond or secret himself from the Complainant or his said attorneys by Removing from Place to Place as in the Bill is Charged against this Defendant and this Defendant Doth also Deny that he hath converted the sum of one hundred and forty two Pagodas or any other sum of money belonging to the Complainant to his this Defendants use but this Defendant saith that in Case the said sum of money so as aforesaid Received by this Defendt. from the said Anantachilum was the Property of the compltt. which for ought this Defendant knoweth to the contrary the same might be he this Defendant did actually and Bona fide Pay or cause the said sum to be paid to the said Vencatashia as aforesaid which Payment this Defendant humbly hopes will by this Honble. Court be Deemed Just and good and a sufficient Discharge to this Defendant against the Demand of the Complainant the said Vencatashia being the only person from whom this Defendant Received any orders touching

The Several Transactions aforesaid and this Defendant humbly Prays and hopes this Honble. Court will compell the Complainant to Pay and make good to this Defendant the wages Due to this Defendant for the time this Defendant was employed in the service of the Complainant as aforesaid on which account there is Due to this Defendant the sum of nine Pagodas or thereabouts and for which this Defendant hath never Received any satisfaction from the Complainant all which matters and things this Defendant is ready to averr maintain and Prove as this Honble. Court shall award and Prays to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

WM. TERMIN
Attorney for the Defendant.

THE REPLICATION OF GEORGE DRAKE of Fort St. George Merchant Complainant to the answer of Changonah of The same place Peon Defendant.

APRIL 18TH. 1732.

The said Replyant saving to himself all advantages of exception to the many untruths Errors uncertaintys and imperfections in the said answer contained sayeth that the Defendants answer to this Replyants Bill of Complaint is in some parts thereof evasive in others absolutely false and the whole insufficient in the Law to be Replyed unto For that the Defendant saith in his said answer that he was not at or about the time mentioned in this Replyants said Bill entrusted by this Replyant or by any other Person in his Behalf with the sum of Five hundred Pagodas or any other sum to be by him invested in the Purchase of chank for the accompt of this Replyant which is absolutely false for the sum of Four hundred Pagodas was counted over and Delivered to the said Defendant by this Replyants Dubash in the Presence of this Replyant and the said Defendant Did then Receive this Replyants orders and instructions how to invest the same by the mouth of the Dubash aforesaid which this Replyant conceives to be the usual and Practised method of giving orders and instructions to servants in this country where the master is not versed in the Language himself which is this Replyants case and therefore it is evasive and Ridiculous in the said Defendant to insinuate in his said answer that the aforesaid sum was Received from this Replyants Dubash Vencatashia and on his accompt and that he was only informed how much the Bag of money so Received contained and it is equally absurd to imagine that this Replyant at a time when he had a considerable trade and in consequence thereof much Business to transact should spare an old servant in whom this Replyant had the utmost confidence to Carry on a secret affair for the Private interest and advantage of the said Vencatashia when undoubtedly this Replyant could have found him better employment in his own Business and more to this Replyants satisfaction and Profit the Defendant in his said answer acknowledgeth the Receipt of but one Bag of money supposed as he says to contain four hundred Pagodas although the Defendant in another part of his answer unadvisedly confesses the actual Payment of Four hundred Pagodas which two Parts of the said answer Do not very well correspond together whereas this Replyant saith that he this Replyant did soon after the Defendants arrival at Nagore (whereas the Purchase of chank was to be made) Remit unto the said Defendant the Further sum of one hundred Pagodas over and above the sum of Four hundred Pagodas Paid him by this Replyant at his first setting out which sum of one hundred Pagodas the said Defendant hath acknowledged to have Received as this Replyant shall in Due time Prove as to the Purport of the Letter mentioned in the Defendants said answer it was no more than to Expedite the negotiation and this Replyant Procured one Sashagilum to Join with this Replyants Dubash Vencatashia in the same as being Brother to Anantachilum and therefore it was Reasonable to suppose his Interest necessary to cause a speedy and satisfactory Return of the Defendant the Reason of mentioning this Letter this Replyant conceives was to corroborate the Defendants allegation that it was upon Vencatashia's and not this Replyants accompt the said Defendant was employed the said Vencatashia having

signed the Letter jointly with the said Sashagilum but this assertion is very weak in Regard that it is the known custom of Dubashes of all the English merch^{ts}. in this Place to negotiate their masters affairs for them up in the country This Replyant saith that the Pretended orders given to the said Defendant for the Delivery of the money as well as the Letter to the aforesaid Anantachilum as mentioned in the Defendants said answer are untrue for that on the contrary the Positive orders of this Replyant to the said Defendant were that he the said Defendant should Pay away no sum or sums of money until he had a full Equivalent of good chank in his hands for the same agreeable to his instructions and therefore what moneys the Defendant Did pay away at Nagore to Anantachilum or to any other Person belonging to this Replyant and for which the said Def^{t}. had no security of chank in his hands was paid in his own wrong and without the knowledge Privity consent or orders of this Replyant and the said Defendant ought to stand to all the Damages thereof This Replyant allows that the Defend^{t}. Did send Down a Parcel of chank conformable to his instructions and this Replyant saith that M^{r}. Hubbard being concerned with this Replyant one half share in this adventure of chank was very uneasy at the Delay of the Returns in full and upon this Replyants Preparation for his voyage to England the said M^{r}. Hubbard did Demand this acco^{t}. to be settled upon which this Replyant still Retaining a good opinion of the Defendant and firmly beleiving he would speedily come Down and Render a satisfactory account of the Business to this Replyant Did Render the aforesaid Parcel of chank amounting in Table to nine thousand five hundred to the said M^{r}. Hubbard for his one half share in the said adventure of Five hundred Pagodas all which this Replyant Did for the credit of this Defendant and from the confidence Reposed in him by this Replyant This Replyant saith that as to the Letters and messages mentioned in the Defendants said answer Between the said Anantachilum the Defendant and the said Vencatashia they were to no other Interest than to hasten and forward the said Investment and the Return of the Defendant and were sent by order of the Replyant as in this Replyants Bill of complaint is mentioned This Replyant sayeth it is true the said Defendant did Remit to this Replyant the sum of one hundred and eight Pagodas in Cash and at the same time Promised to be carefull either in Investing or Bringing the Ballance Remaining Due on the said accompt chank Down with him soon after agreeable to this Replyants Repeated orders but this Replyant saith that he never heard of the said Defendants being sick at that time and Beleives the same to be no more than a Plausible Pretence and an evasive answer to that Part of this Replyants Bill of complaint Requiring him to sett forth why he did not Return and make up accompts before this Defendants Departure to England This Replyant saith that that Part of the Defendants said answer Denying the Receipt of any Letters or orders from this Replyant and from his Attorneys or from any Person or Persons Deputed by him or them or in his or their names and also the said Defendants Denying in his said answer that he absconded from Place to Place and secreted himself as much as Possible from the knowledge of this Replyant and his attorneys is also untrue evasive and insufficient as this Replyant well hopes to Prove as is also that weak and Trifling allegation that the said Vencatashia was the only Person from whom he Received any orders touching the Transactions aforesaid for this Replyant shall in Due time Prove that the Defendant was sensible and well knew that all the orders Received by him from the said Vencatashia came from this Replyant and was his this Replyants own act as much as if himself had spoke the same to the Defendant in his own Language This Replyant saith that the Defendants Demand in his said answer for wages Pretended to be Due to him is unjust this Replyant hoping to Prove that he paid the Defendant his wages Duely for so Long time as he had the Least Pretence to this Replyants service This Replyant further and finally saith that all and every the matters and things contained in this Replyants Bill of Complaint are certain true as the same are therein alledged and expressed and that the answer of the said Def^{t}. is evasive untrue and insufficient in the Law to be Replyed unto and therefore this Replyant Prays as in and by his said Bill he hath already Prayed.

H. RUMBOLD
Att^{y}.

THE REJOINDER of Changonah of Fort St. George Peon Defendant to the Bill of Complaint of George Drake of the same Place Merchant Replyant.

The said Defendant now and at all times hereafter saving & Reserving to himself all and all manner of Benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication saith that the Defendants said answer is certain true and sufficient in the Law to be Replyed unto and that the Replication of the Complainant thereto is very untrue evasive and insufficient For that this Defendant Doth Deny that he was entrusted by the Replyant with the sum of Five hundred Pagodas to be by this Defendant Invested in Chank or that the Sum of Four hundred Pagodas in this Defendants answer mentioned to be Received from Vencatashia was Counted over and Delivered unto this Defendant in the Presence of the Replyant for that this Defendant Doth positively averr that the Replyant was not Present at the Delivery of the said sum of Four hundred Pagodas to this Defendant neither Did this Defendant then or at any other time Receive orders or instructions from the Replyant how to Invest the said sum by the mouth of his Dubash as by the Replication is Pretended save that the Replyant Did sometime before the Receipt of the said sum of money from the said Vencatashia order this Defendant to take care that the chank to be Received by him should come up to muster and this Defendt. Doth Deny that the Replyant or the said Vencatashia by his orders did at any time give this Defendant Instructions or or[der] not to Pay the said money so Received from the said Vencatashia as aforesaid untill this Defendant should have a full equivalent of chank in his hands for the same But on the contrary this Defend[ant] Doth Positively assert and affirm that the orders given to this Deft. by the said Vencatashia on his Departure for Nagore were to deliver the Letter and money to Anantachilum on his arrival at Nagore as in this Defendants answer is Particularly mentioned and which orders were exactly complyed with by this Defendant and this Defendant saith that the Reason of this Defendants mentioning the said Letter was not to the Intent the Replyant is Pleased to conceive but to evince that the Purport of the said Letter exactly corresponded with the orders this Defendant Received from the said Vencatashia and to Justify this Defendants complyance therewith and this Defendant Doth Positively Deny that the Replyant or any other Person on his accompt did Remit or send to this Defendant the sum of one hundred Pagodas over and besides the money which this Defendant at first carried with him to Nagore as by the Replyant is alledged nor did this Defendant During his Residence at Nagore Receive any sum or sums of money whatsoever belonging to the Replyant save the sum of one hundred and ten or one hundred and twelve Pagodas from the said Anantachilum and which sum this Defendant Remitted to the Replyant as in this Defendants answer is Particularly mentioned and this Defendant saith that the Letters in this Defendants answer mentioned to be Received by the said Anantachilum and the orders thereupon by him given to this Defendant were actually Received and given as therein sett forth and such orders Punctually observed by this Defendant and this Defendt. saith that the Replyant admitting such Letters were sent by his order and Direction Doth (as this Defendant apprehends) thereby approve the complyance of this Defendant with the orders of from the said Anantachilum and this Defendant humbly hope the same will be Deemed a sufficient Discharge to this Defendt. against the Demand of the Replyant and this Defendant further saith as in and by his said Answer he hath already said and Doth and will averr and maintain all and everything and things therein to be true and certain in such manner and form as they and every of them are therein expressed and alledged.

WM. TERMIN
Attorney for the Defendant.

INTERROGATORYS to be administred to such witnesses as shall be Produced sworn and Examined in a certain cause wherein George Drake of Fort St. George Merchant is complltt. and Changonah of the same Place Peon is Defenfendant On the Part of the Complainant.

Imprimis know you the Parties Complainant and Defendant or either and which of them and how have you so known them or either and which of them Declare.

Item 2d. Do you know of the Defendants Purchasing a certain Quantity of chank at any time or times between the months of January and September in the year 1727 if yea say where when of whom and for whose accompt was such Chank so Purchased as you have heard or Do Remember Further sett forth if you yourself was not concerned in the Fetching in and Receiving such Chank and how far you was concerned therein and by whose Directions and orders you was so concerned.

Item 3d. Do you Remember to have heard the Defendant During his Residence at Nagore or at any other time after his Departure from Madrass in the month of February 1727 acknowledge the Receipt of any sum or sums of money from the Complainant or from his order if yea sett forth how much such sum or sums amounted to and from whom the same was Received and upon whose accompt and for what use and uses as you Do know or have heard.

Item 4th. Do you know of the Defendants employing any and what sum or sums of money in the Purchase of Chank at Nagore or elsewhere at any time in the year 1727 if yea sett forth to what amoun[t] such Purchase was made and upon whose accompt also Say if you have not heard the Defendant acknowledge himself to be indebted to his Principal upon the Ballance of such purchase and how much such Ballance was if you have heard Declare.

Item 5th. Do you know of the Defendants being employed any time in the year 1727 and in what Particular month by the Complainant to go up to Nagore and there to Purchase a certain Quantity of Chank if yea say on whose accompt was such Purchase to be made what sum or sums of money were paid to the Defendt. and by whom and for whose accompt in order to make such Purchase also sett forth each Particular order and Direction which the Defendant then Received concerning such Purchase as near as you can Remember the same and by or from whom such orders and Directions were so given Do you know of any sum or sums of money being sent to the Defendant after his Departure from Madrass if yea say how much such sum was and by whom and for whose accompt and to what Intent was such sum so sent and if you have heard that the Defendant Received the same or not Do you know or have heard whether all such moneys so advanced were disbursed in the Purchase of Chank as aforesaid or how much or what part was so disbursed and whether any and what Ballance Remains Due to the Complainant thereon and finally sett forth how and in what manner the Returns of the said adventure were made whether in money or Goods and how much of each as you know have heard or can Remember and also further say if you were or now are Directly or indirectly concerned in the whole or in any Part or share of the said adventure of Chank and how much such your concern was and also in what manner was the same made good to you Declare.

Item Do you know of any other matter or thing in the Behalf of the Complainant in this cause if yea sett forth the same as you know or Do beleive with the Reason of such your knowledge & Beleif.

H. RUMBOLD.
Atty.

DEPOSITIONS of witnesses taken in this cause by and before the Examiner in this Court as follows.

VENCATYPUTTEE of Fort St. George Peon aged 30 years or thereabouts being Produced as a witness on the part of the complltt. was on the 3d. of June Anno Domini 1732 shewn in Person to Mr. William Jermin attorney for the Defendant by Charles Nero who also Left a note of the name title and Place of abode of the said Deponent and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the Compl[tt]. 10 years and the Defendant Ten years or thereabouts.

To the second and third Interrogatorys this Deponent saith That about 7 years past to the best of this Deponents Remembrance Vencatashia (then and now Dubash to the Complainant) Did Deliver into the hands of the Defendant a Parcel of money sealed up but how much the same amounted to this Deponent Doth not know or can sett forth with orders to Carry the same to Nagore and that upon his arrival there whatever chank he should Receive from one Vencatachilum a Merchant there he was to Pay him the value of all such Chank as he should Receive from him and this Deponent saith that he was employed by Vencatashia to accompany the Defendant to Nagore as a security for the sum the Defendant carryed with him and this Dep[t]. further answering saith that During his stay at Nagore one other Peon arrived there with one hundred Pagodas as the Defendant informed this Deponent But whether such Peon was sent from the Complainant or his Dubash Vencatashia this Deponent Doth not know or can sett forth and further this Deponent saith that he was no ways concerned in the fetching in or Receiving of any chank for that his Chief Business was to go on Errands wherever the Defendant ordered him as thus to call several merchants but on what account such Merch[ts]. were sent for by the Defendant this Deponent Doth not know or can sett forth and further this Deponent saith not.

The mark × of VENCATYPUTTEE.

VELLAH of Fort S[t]. George Peon aged 28 years or thereabouts being Produced as a witness on the part of the Complainant and afterwards being sworn and examined Deposeth as follows To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the Compl[tt]. six years and the Defendant six years or thereabouts To the 3[d]. and 4th. Interrogatorys this Deponent saith that about six years ago to the Best of this Deponents Remembrance He this Deponent meeting the Defendant at a Place called Caracal (a Part to the southward) asked him upon what account he came there whereto the Defendant Replyed that he came there to Provide a Parcel of Chank for the Complainant his master that he had already sent up to the Complainant a good Quantity and that he now only stayed there to gather in a small Remainder that was outstanding to the amount of 130 or 140 Pagodas or thereabouts but the exact sum that the Defendant told this Deponent he Doth not Remember or can sett forth and further saith not.

VELLAH.

TONTA VENCATASHIA of Fort S[t]. George Dubash aged 37 years or thereabouts being Produced as a witness on the part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the title of these Interrogatorys named and hath so known the Compl[tt]. Fourteen years and the Defendant Ten years or thereabouts To the Fifth Interrogatory this Deponent saith that in or about the month of January in the year 1727 to the best of this Deponents Remembrance The Complainant did send the Def[t]. he being at that time his servant to Nagore to Receive of and from Anandara Chittee Chank to the amount of 500 Pagodas which he the Complainant had contracted for at this Place with one Sashagilum Chittee the said Anandara Chittees Brother and further that the sum so sent by the Defendant amounted to Pagodas 400 which this Deponent Delivered into the hands of the Defendant in the Presence of the compl[tt]. and this Deponent further saith that at the time of Delivering the aforesaid sum of 400 Pagodas to the Defendant he this Deponent (by order of the Complainant) Did tell the Defend[t]. that on his arrival at Nagore he was not to Deliver any sum to the said Anandara Chittee till he had first advanced him to the value of such sum in Chank this Deponent further saith that in or about the month of February following this Deponent by order of the Complainant Did send a Peon to the Defendant with the further

sum of 100 Pagodas but the name of such Peon this Deponent Doth not know or can sett forth and that the sum so sent was to make up the sum of Pagodas 500 contracted for in Chank as aforesaid this Deponent further answering saith that on the Return of such Peon by whom the Last 100 Pagodas was sent such Peon informed this Deponent that he had deliver'd the said 100 Pagodas into the hands of the Defendant and that one Vencatyputtee who came up also with him from Nagore confirmed the same This Deponent saith that he Doth not know whether the said sums were actually Laid out in Chank But this Deponent saith that some small time before the Complainant went Last for Europe he the Complainant informed this Deponent that there Remained a Ballance of 142 Pagodas on the aforesaid accompt and enquired of this Deponent what was become of the Defendant his Peon whereto this Deponent Replyed that he had wrote a Letter to the Defendant and had Received an answer informing him that he was much indisposed this Deponent further saith that he Doth not know how or in what manner the Returns of the aforesaid adventure were made good to the Complainant Further than that he this Deponent Did Receive in the month of August following the sum of Pagodas 108 by the hands of one Nersiah which sum the said Nersiah Received from the Defendant and that immediately on the Receipt thereof this Deponent paid the same to the Complainant and further saith not.

TONTA VENCATASHIA.

MR. JAMES HUBBARD of Fort St. George Merchant aged Forty years or thereabouts being Produced as a witness on the Part of the Complainant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Complainant and hath so known him 14 years and upwards but the Defendant he Doth not know.

To the 5th. Interrogatory this Deponent that in the year 1727 to the best of this Deponents Remembrance he this Deponent was to be Concerned with the Complainant in a Parcel of Chank which was to be Provided by him at Nagore or some other Parts to the southward and this Deponent saith that on or about the 9th. of August in the same year he did Pay or cause to be Paid to the Complainant the sum of Two hundred and fifty Pagodas which sum was this Deponents half of the said adventure in Chank the whole sum sent by the Complltt. being Five hundred Pagodas as he the Complainant informed and further this Deponent answering saith that all the Chank which came up from the southward was 9500 which this Deponent took on his own accompt by and with the consent of the Complainant But as the said Chank Proved very Indifferent the Complainant agreed I should have the said 9500 Chank for the money I had advanced on this account being Pagodas 250 as beforementioned notwithstanding the contract was Pagodas 27 ℔ 1000 at which Rate the said 9500 chank amounted to Pagodas 256. 18. and further this Deponent saith not.

JAMES HUBBARD.

INTERROGATORYS to be administred to Witnesses to be Produced sworn and examined in a certain cause wherein George Drake of Fort St. George Merchant is Complainant and Changona Defendant.

On the Part of the Defendant.

Imprimis Do you know the Parties Complainant and Defendant in the Title of these Interrogatories named or either of them and how Long have you known them or either of them Declare.

Did you about six years Past or how Long since and by whose order send the Defendant and any other Person and whom by name from this Place to Nagore with a Letter and any and what sum of money and in what manner was the same deliver'd to the Defendant if yea by whom or whose order was such Letter wrote and signed and to whom was the same Directed and what was the Purport Item

thereof and what orders were by you or any other Person and whom given to the Defendant and such other Person touching the Delivery of the said Letter and money at the time of their Departure from this Place.

Item Were you about six years past or how Long since sent together with the Defendant and by whom from this Place to Nagore to carry a Letter and any and what sum of money and by whom and in what manner was such money Delivered and what orders or Directions were then given to the Defendant touching the said money and Letter and by whom and to whom was the said Letter Directed as you know believe or have heard Did you go in company with the Defendant to Nagore if yea Did the Defendt. on his arrival there Deliver the said Letter to the Person to whom the same was Directed and what conversation Past between the Defendant and such Person as aforesaid on the Perusal of the said Letter according to the best of your Remembrance and what message was sent by you from the Defendant and to whom on your Return from Nagore to this Place.

Item Did the Defendant send any Message to you and by whom touching the Delivery of the said Letter and money and what was the Purport thereof Did you at any time and how often During the Residence of the Defendant at Nagore write Letters to one Anantachilum a merchant there if yea by whose Directions were such Letters wrote and what orders were therein given Relating to the Defendant and Did or Did not the Defendant from time to time comply therewith and Particularly in going to meet you at Conjeveram and what instructions were by you given to the Defendant at his Departure from thence.

Item Did the Defendant at any time and how Long after he Left Conjeveram send any and what sum of money and Letter to you and by whom if yea by whom was such Letter wrote and what was the Purport and contents thereof according to the best of your Remembrance and Did you from time to time advise and acquaint the Complainant of the several Messages Letters and orders sent given and Received by you Relating to the Defendant from the time of his first Departure to Nagore to the time of Receiving the said money and Letter as aforesaid and if not why and for Reason you omitted so to Do and where and in whose Possession the copies of such Letters sent to and the Original Letters Received from the said Anantachilum now are or at Least were as you know or beleive.

Item Do you know Tonta Vencatashia Dubash to the compltt. were you at any time and when employed by the Defendant and for what Reason to carry any and what sum of money to the said Vencatashia did you accordingly Deliver such sum of money and Letter to the said Vencatashia and what Discourse passed between you and him at the Delivery thereof.

Item Were you one of the Attorneys appointed by the Complainant to take care of his Effects here on his Departure to England If yea Did Tonta Vencatashia then and now Dubash to the Complainant at any time During the absence of his Master inform you of any Debt owing by the Defendant to the complt. or Did the complainant on his Departure advise you of any such Debt so Due from the Defendant.

Wm. Termin
Attorney for the Defendant.

Depositions of witnesses taken in this cause by and before the Examiner in this Court as follows.

Tonta Vencatashia of Fort St. George Dubash aged 37 years or thereabouts being Produced as a witness on the Part of the Defendant was on the 7th. of June Anno Domini 1732 shewn in Person to Mr. Henry Rumbold who is attorney for the Complainant by Charles Nero who also Left a note of the name Title and Place of abode of the said Deponent and afterward being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the Complainant 14 years and the Defendant Ten years or thereabouts.

To the second Interrogatory this Deponent saith that about six years Past to the Best of this Deponents Remembrance he this Deponent did (by order of the Complainant his Master) send the Defendant with the sum of 400 Pagodas to Nagore to Receive of and from Anandara Chittee a Quantity of Chank to the amount of 500 Pagodas which he the Complainant had contracted for at this Place with one Sashagilum Chittee the said Anandara Chittees Brother and further that he this Deponent employed one other Peon named Vencaty Puttee to accompany the Defendant as a security or Guard for the sum he so carried with him This Deponent further saith that he Doth not Remember whether he this Deponent Delivered the Defendant any Letter at the time of his Departure for Nagore as aforesaid but if any Letter was sent the same must have been wrote by Sashagilum Chittee the contents whereof this Deponent Doth not know or can sett forth But this Deponent saith that at the time of Delivering such money to the Defendant as aforesaid he this Deponent Did tell the Defendant not to part with any money to the said Anandara Chittee till he had first Delivered him Chank to the value of such sum which he should so Demand and further to this Interrogatory this Deponent saith not.

To the fourth Interrogatory this Deponent saith that the Def^{t}. did on his arrival at Nagore write a Letter to this Deponent under Date the 29th. of February 1727 which Letter this Depon^{t}. hath Deposited with the examiner in order to be Laid before this Court for their Perusal the Interpreter and this Deponent being unacquainted with the Malay Character in which said Letter is wrote therefore cannot sett forth the Purport or contents thereof this Deponent further answering saith that During the Residence of the Defendant at Nagore he Doth not Remember to have wrote any Letter or Letters to the said Anantachilum but beleives he might have wrote several Letters to the Defend^{t}. but as he kept no copies by him of such Letters he Doth not Remember the Purport or contents thereof so consequently cannot say whether the Purport of any such Letters tended to the ordering this Deponent to come to him at Conjeveram but this Deponent saith that During this Deponents stay at Conjeveram the Defendant Did come there and informed this Deponent that he had Delivered the money he so Carried with him to Nagore to Anandara Chittee (alias Anantachilum) and that the said Anandara Chittee would not Deliver him now either his money or Goods Whereupon this Deponent ordered the Defendant to go back again Directly for Nagore and not to stir from thence till the said Anandara Chittee had Paid him back his money or Delivered him Chank to that value. This Deponent further answering saith that some small time after the Complainant Departed this Place for Europe he Received information from the Defendant that Anandara Chittee had Delivered him a Quantity of Chank which was Put in a Godown and the Keys thereof Delivered him and that some small time after he the Defendant had Received such Chank as aforesaid a Banian Belonging to M^{r}. Barrington had Promised the Havaldar of that Place 100 Pagodas Provided he would use his authority to take away the Chank so Delivered him the Defendant by the said Anandara Chitty insisting that the same was the Property of his Master and further that he Beleived such sum was so paid because the Havaldar had since forced open the Godown and took all the chank so Delivered him by the Said Anandara Chittee as aforesaid This Deponent saith that immediately on the Receipt of this advice he made a strict enquiry of M^{r}. Barringtons People whether the information Received from the Defend^{t}. was true whereto one of M^{r}. Barringtons Peons who had been also at Nagore assured this Deponent that the same was fact and that the Banian afterwards scrupling to Pay the Havaldar the 100 Pagodas so Promised he had forced him to a complyance by Tortures and further to this Interrogatory this Deponent saith not.

To the Fifth Interrogatory this Deponent saith that in or about the month of August in the year 1727 the Defendant Did send this Deponent the sum of Pagodas 108 & thereabouts which sum this Deponent Received by the hands of Nersiah a Peon at that time belonging to M^{r}. Hubbard and further he Beleives the Defendant Did send a Letter with said sum but the same is now either Lost or mislaid therefore cannot sett forth the contents and this Deponent further answering saith that he did from time to time acquaint and advise the Complainant of

the several Messages and orders sent given and Received by this Deponent Relating to the Defendt. from the time of his first Departure for Nagore to the time of Receiving such sum of money of Nersiah as aforementioned and this Deponent further answering saith that he kept no copies of any Letters sent Down by him to the southward concerning this adventure in Chank of the Complainant and that he hath only Two original Letters now by him (nor Doth he know where any more are) which he Received from The Defendant and one Sashagilum Chittee which Letters he now Delivers unto the Examiner marked A and B and Request that the same may be Laid before the Court and further saith not.

TONTA VENCATASHIA.

VENCATYPETTE of Fort St. George Peon aged 30 years or thereabouts being Produced as a witness on the part of the Defendant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the Complainant and Defendant Ten years or thereabouts.

To the 3d. Interrogatory this Deponent saith that about six years past to the Best of this Deponents Remembrance the Complainant Did employ this Deponent to go in company with the Defendant to Nagore and that he this Deponent was so employed as a Guard or security to a Parcel of money which Vencatashia then and now Dubash to the Complainant Did Deliver into the Defendants hands sealed up But how much the same amounted to this Deponent Doth not know or can set forth This Deponent saith that he knoweth not of any Letter that was Delivered to the Defendant either by the Complainant or his Dubash Vencatashia nor of anything Relating thereto But this Deponent saith that upon the Defendants and this Deponents Departure for Nagore Vencatashia (the Complainants Dubash) did advise and tell the Defendant that when he arrived at Nagore not to Part with any sum of money to Vencatachilum a Merchant Residing there till he the said Vencatachilum had first Delivered him Chank to the amount of what he should Demand and this Deponent saith that at his Return to this Place the Defendant Did Deliver into his custody a Muster of Chank with orders to carry and Deliver the same to the Complainant which orders were complyed with by this Depont. and further saith not.

VENCATYPUTTEE.

NERSIAH of Fort St. George aged 28 years or thereabouts being Produced as a witness on the Part of the Defendant and afterwards being sworn & Examined Deposeth as follows To the first Interrogatory this Deponent saith that he Doth know the Parties Complainant and Defendant in the Title of these Interrogatorys named and hath so known the compltt. Ten years and the Defendant Fourteen years or thereabouts To the 6th. Interrogatory this Deponent saith that he Doth know Tonta Vencatashia now Dubash to the Complainant and further that about 5 or 6 years Past this Deponent being at Nagore and upon his Return to this Place the Defendant being then also at Nagore and very much indisposed did Request of this Deponent to Carry a sum of money for him the Defendt. to Madrass and Deliver the same to Vencatashia the Compltt. Dubash whereto this Deponent consented and thereupon the Defendant did Pay into this Deponents hands the sum of one hundred and Twelve Pagodas or thereabouts but the Exact sum this Deponent Doth not Remember or can sett forth and further that he the Defendant did also Deliver unto this Deponent a Letter for the said Vencatashia and this Deponent further saith that upon his arrival in Madrass he this Deponent Did pay the said sum of money so Received of the Defendant at Nagore and also Deliver the said Letter to the said Vencatashia at the same time telling the said Vencatashia from whom he Received said sum and Letter and this Deponent further saith that upon Receipt of said sum of money and Letter the said Vencatashia Did pay to this Deponent and the other Peon the sum of seven fannams

to the best of this Deponents Remembrance for their care and Trouble in bringing the said money and Letter to him the said Vencatashia and further he saith not.

the mark of NERSIAH

CHARLES PEERS of Fort St. George Merchant aged 29 years or thereabouts being Produced as a witness on the Part of the Defendant and afterwards being sworn and examined Deposeth as follows.

To the first Interrogatory this Deponent saith that he Doth know the Complainant and hath known him near 12 years but the Defendant this Deponent Doth not know.

To the seventh Interrogatory this Deponent saith that in case of the Death or absence of Mr. Nicholas Morse he this Deponent was appointed the Complainants attorney in conjunction with Mr. Charles Barrington and further this Deponent saith that on the Complainants Departure for Europe he did Leave with his attorneys an account of his affairs abroad here and that in such account was the following Entry viz.

Chank in Company with James Hubbard which Vencattee Dubash will account for — Pagodas 142 — and this Deponent further answering saith that some time after the Complainant arrived in England he the Complainant wrote a Letter to his attorneys here and Dated Ilseworth Octr. the 25th. 1728 wherein he makes mention of this adventure account a Debt in chank in the following words. I am afraid as you have not mentioned it My Vencattee has not Paid you in the one hundred and forty Two Pagodas with the Interest on Pagodas five hundred on account Chan[k] as you will see in the Journal Parcels that was a Debt of his contracting and therefore he Promised to be accountable to me I am afraid there was some shuffling in that affair Down to the southwd. not that I think my Vencaty was concerned in it but Between my Peon and the Chank fellow for I sent Changonah Down there the February before the September in which I came away But could never get the fellow back the sum is Pagodas 142 — with the Interest on Pagodas 500 — — which Vencaty will be so good as to Remember he Promised to get in for me or to Deliver over unto you the chank fellow and the Peon Mr. Barrington and Mr. Hubbard were Privy to this affair and I Referr you to them. This Deponent saith that he beleives Vencaty might speak to him about this affair for in answer to the aforesaid Letter the acting attorneys wrote to the Complainant as thus the Person that owes the Pagodas 142 — — on accot. chank we beleive is not able to Pay any thing. This Letter was Dated Feby. the 7th. 1730 and since that time this Deponent Doth not Recollect anything further that passed on this account and further he saith not.

CHARLES PEERS.

TRANSLATE of a Letter wrote by Changonah from Caracol to Vencatashia marked A and Dated Feby. 24th. 1726/7. We are in good health and should be glad to hear of yours when I took my Leave of you at my going to Caracoul you order'd me to Provide Goods according to muster and to Receive the Goods first and then Pay the money I received 400 Pagodas and you sent me away arriving there and Looking after the Goods I could find none according to Muster neither is it usual there to Receive the goods first and Pay the money after Shashan Gelli Chittees Brother Ananta Gelli Chittee told me the money must be Paid first and the Goods would be delivered in about ten Days after and those mixt and not according to Muster he also told me he had Received a Letter from his Brother to Levy mixt Goods but Picked Goods could not be got and that he had sent money two or three ways to Provide mixt Goods and had already Received 10000 Chank and the Remainder he expected Daily he also said he had fifty Pagodas in his custody and expected in a few Days to Receive Chank for it But at what Rate he bought it I was ignorant he now says one way he Bought 5000 Chank at 20 Pags. and ½ ⅌ 1000 another way 5000 at 19½ Pags. ⅌ 1000 another he had Bargained for 15½ Pagodas ⅌ 1000 and sent 150 Pagodas Avalda's Brother Suckiah and

Shashan Gelli Chittee's Brother in Law with four Peons were going to the southward and I Desired to go with them But Ananta Gelli Chittee Replyed Let those Return from Madrass and you shall go Besides what I now write you will hear how affairs go by word of mouth from Vencaty Puttee some of the Gov^{rs}. servants came here but not Doing their Business Returned There is arrived at Nagore a ship Captain Homlins Brother Commander which I heard Two or three Days ago came to buy Chank This Letter you must Read unknown to Shashan Gelli Chittee and when you write me an answer advise me how to behave myself in your affairs.

TRANSLATE of a Letter marked B to Ananta Gelli Chitty Dated the 7th. Novr. 1727.

Brother I wish you all happiness and Prosperity we are in health and Desire of you to send me word of yours concerning Changonah the Chank and Nelli Chittee to be delivered. This 10000 chank without any want to be Delivered, if not to be sold for 140 Pag^{s}. and to give. For the future if you make any Delay my Reputation wont stand, therefore know that and follow it concerning Conagariah Moodelares chank, Tombe Chittees 23000 chank which came from Kilcurray, Dont you know it Good — Before 4000 Chank that came from Tarpollam also 5000 cast off, if this 32000 are mixt together it will answer the muster in that manner mix it and take Tombe Chittee with you this 32000 them and the 66000 which was delivered before in all 98000. There is 2000 Remaining for which the Price is 56 Pagodas. Before they owed 100 Pagodas in custom P. 100 which together is 200 Pag^{s}. out of which you must Deduct 56 and there is 144 Remain for which there is a Pledge. Money that went to Manar Pags. 200 in all 346 Pagodas which will go to China Chittee, in this manner it may be Done, have you no sence? you must explain it quickly to Tombe Chittee and manage it that the Goods be forth coming. The 300 Pagodas which is Due from Guzarat you must speak to Canagariah Muddelier and Secretario and get him seized on in Perry Ragis country, Do it with speed before one Losses his Reputation.

CHARLES NERO.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 27th. day of June Anno Domini 1732 Between George Drake of Fort S^{t}. George merchant Complainant and Changonah of the same Place Peon Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the several Proofs taken in this cause and also one Letter under the hand of the Defendant Dated the 24th. Febr^{y}. 1726/7 and also one other Letter under the hand of Anantachilum Dated the 7th. of Novr. 1727 Read and upon Examination had of the matters in this cause and Due Consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of one hundred and Thirty five Pagodas Eighteen fannams together with his costs of suit.

ꝑ Cur

COURT OF APPEALS IN MADRASSPATNAM.

Between Changonah of Fort S^{t}. George Peon Appellant and George Drake of the same Place Merchant Respondent.

This cause coming this nineteenth day of August one thousand seven hundred and thirty two to be heard and Debated in Presence of the Complainants and the Defendants Attorney This Court after having duely considered the Purport

of the Bill of complaint and answer together with the Depositions and other Exhibits in the Honble. the Mayors Court in this cause Did think fitt to order and Decree and Doth accordingly order and Decree that the Judgment and Decree of the sd. Honble. Mayors Court in this cause Do stand confirmed and that the appellant Do pay the costs of this appeal.

℔ Cur

George Torriano
Cl. Ct. Appls.

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orator Rodriguez of Fort St. George That one Ignacio now being and Residing in Fort St. George is indebted unto your Orator in the sum of Pagodas 64. 3 — for Diet and money Lent the said Ignacio as ℔ account Particulars hereunto annext will more fully appear and your Orator shews that he hath often times demanded Payment of the said sum of Pags. 64. 3 — but hitherto without Effect therefore Prays a general Releif touching the Premises.

Memorandum of money owing me by Don Ignacio

Lent him at several times ... ... Pags.	18	30	—
Wages and Diet for his servants	30	9	—
For the hire of a Palanquin for 5 months	15	—	—
Pags.	64	3	—

Errors Excepted.

Mayors Court at Madrasspatnam.

Tuesday the 4th. day of July Anno Domini 1732 Between Rodriguez of Fort St. George Complainant and Ignacio of the same Place Defendant.

Upon Reading the Plantiffs Petition and also an account signed by him and the Defendant appearing in Court and acknowledging the Justness of the Plantiffs Demand. This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of sixty four Pagodas three fannams together with his costs of suit.

℔ Cur

April 13th. 1731.

To the Honble. the Mayors Court
at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orator Coja Zachariah de Petrus of Fort St. George Merchant That your Orator having had Dealings in the way of Trade with one Coja Ammer Essad of this Place merchant and having at sundry times advanced and Lent several sums of money to the said Ammer Essad and Duely Credited him in accot. current for all Receipts or Payments by him made to your Orator there Remains for Ballance Due to your Orator on the foot of the said account the full and Just sum of Eleven hundred and thirty five Pagodas from the time of their Last Dealings being so much Principal money Due to your Orator from the said Ammer Essad as may evidently appear by the Translate of the said account current Ready to be Produced as this

Honble. Court shall Please to order But now so it is may it Please this Honble. Court that the said Ammer Essad Refuses to satisfy your Orators Just Demands though Long and often importuned to that Effect and Purpose To the end therefore that the said Ammer Essad may upon his Corporal oath true and perfect answer make to all the matters herein stated and that he may more especially be obliged to sett forth whether all and singular the Articles on the Debt and Credit sides of his said accompt with your Orator be not Justly and truely stated and whether anything be therein omitted to his Prejudice or whether he hath any other or Further Just Demand on your Orator than what is allowed and granted in the said account and that he may be Decreed to Pay unto your Orator the aforesaid sum of Eleven hundred and Thirty five Pagodas together with the usual Interest thereon from the closing of said account and that your Orator may have such further and other Releif as to Equity and good conscience shall appertain.

SAMUEL PALMER
Attorney for the Complt^t^.

COJA AMMER ESSAD.

Dr.

Date	Particulars	Pags.		
1729 Septr. 17th.	To Ballance from the cash accot. Due to me ...	880	—	—
	To Remittance from Surat for a Bill of Exchange Drawn by Coja Satsar upon him on my favour	215	—	—
	To my Proportion on Spanish Dollrs. From lb Manilha paid me short 3 at the Rate sold then is	30	—	—
	To Respondentia he Lent to Captn. John Carver to Manilha my concern therein being Pags. 500 with 30 ℔ cent Respondentia is ...	650	—	—
	Pags.	1775	—	—

Cr.

Date	Particulars	Pags.		
1729 Decemr. 5th.	By cash Received of him at sundry times ...	45	—	—
	By Coja Teoon Received of him for his account	59	—	—
	By Massulipatam Patts for cor. ps, 16–5– at Pags. 33 ℔ Corge	536	9	—
		640	9	—
	By Ballance Due to me	1134	27	—
	Pags.	1775	—	—

MADRASSPATNAM MAY 31ST. 1732.

ERRORS EXCEPTED ℔
ZACHARIA D' PETRUS.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 4th. day of July Anno Domini 1732 Between Coja Zachariah de Petrus of Fort St. George Merchant Complainant and Coja Ammer Essad of the same Place Merchts. Defendant.

Upon Reading the Plantiffs Petition and also an account currt. signed by him and the Defendant appearing in Court and acknowledging the Justness of the plantiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Pagodas one thousand one hundred and Thirty five being the Ballance Remaining Due on the said account together with his costs of suit.

℘ CUR

JUNE 27TH. 1732.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth to this Honble. Court your Orator Latcheram of Fort St. George Merchant that Sheik Saib of said Place merchant having occasion for a sum of money applyed himself to your Orator Requesting him to advance the same whereupon your Orator Did advance and Lend to the said Sheik Saib the sum of Two hundred Pagodas Current of Madrass for securing the Repayment whereof to your Orator he the said Sheik Saib Did by writing under his hand Bearing Date the 15th. day of Septr. which was in the year 1731 in consideration of the said sum of Two hundred Pagodas convey and assign to your Orator all those houses and Grounds in the said assignments Particularly Described To hold unto your Orator his heirs and assigns for ever In which said assignment is contained a Proviso for making void the same on Payment of the sum of Two hundred Pagodas with Interest after the Rate of Eight ℘ cent ℘ annum within one month and fifteen Days from the Date thereof as by the said assignment Ready to be Produced as this Honble. Court shall award will appear and your Orator shews that the time for paymt. of the money Due on the Before Recited assignment being Long since Past your orator hath frequently applied by himself and agents to the said sheik Saib to Discharge the same But now so it is may it Please this Honble. Court that the said Sheik Saib absolutely Refuses to comply with his said engagemts. so entred into with your Orator as aforesaid To the end therefore that the said Sheik Saib may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to pay your Orator the said sum of Two hundred Pagodas and the Interest Due thereon and that your orator may have such further and other Releif in the Premises as shall be agreeable to equity and good conscience.

WM. TERMIN
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 11th. day of July Anno Domini 1732 Between Latcheram of Fort St. George Merchant Complainant and Sheik Saib of said Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also one mortgage Bond under the hand of the Defendant Dated the 15th. day of September 1731, and also another Mortgage Bond Dated the 17th. day of October 1731 and the Defendant being Present in Court and acknowledging the Execution of said Bonds and that the money still Remained Due thereon This Court Doth think fitt to order and Decree

and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Two hundred Pagodas being the Principal money Due on the aforesaid Bonds with interest on the same after the Rate of Eight ℔ cent ℔ annum from the Date of the said Bonds and in Default thereof that the Mortgaged Premises be sold and the arising by such sale Paid and applyed in and towards Discharge of the said Debt and it is further ordered that the Defendant Do pay the costs of suit.

℔ CUR.

NOVR. 9TH. 1731.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Coja Ammer Ossad of Fort St. George Merchant That your Orator Did at sundry times advance and Lend and also sell and Deliver to Coja Sarquees merchant now being and Residing in Madrass several sums of money and sundry Parcels of Goods of Divers sorts the Particulars whereof are mentioned and sett forth in the schedule or account hereto annext amounting in the whole to the sum of Four thousand Three hundred forty six Pagodas and upwards and your Orator shews that he hath frequently applyed to the said Coja Sarquees to make up and settle an account Between them of the several sums of money Lent and Goods Delivered to him the said Coja Sarquees by your Orator and to pay your Orator what upon the Ballance of such acount should appear to be Remaining due to your Orator But now so it is may it Please this Honble. Court the said Coja Sarquees Disregarding the Justness of your Orators Demand Refuses to comply with such your Orators Request To the end therefore that the said Coja Sarquees may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and Particularly may sett forth whether he the said Coja Sarquees hath not Borrowed taken and Received the several sums of money and Parcels of Goods in the schedule hereto annexed mentioned at the Days and times therein Particularly expressed or any and what Part thereof and whether he the said Coga Sarquees and thereby and by means thereof Justly and truely indebted to your Orator in the sum of Four thousand three hundred and Forty six Pagodas or any other and what sum of money and that the said Coja Sarquees may be Decreed to come to a fair and Just account with your Orator and to Pay him what upon the Ballance of such accots. shall appear to be Remaining Due to your Orator and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good conscience.

SURAT CORAMME
APRIL 11TH. 1732.

The answer of Coja Sarquees D Agavally of Fort St. George Mercht. to the Bill of Complaint of Coja Amer Essad of the said Place Merchant Complainant.

JOHN POWNEY.

This Defendant saving to himself all and all manner of Benefit of Exception to the many untruths Incertaintys and insufficiencys in the Complainants said Bill of Complaint contained for answer thereunto or unto so much thereof as this Defendant is advised to be material for him to make answer unto he answereth and saith He Doth admit that he hath Received of and from the Complainant several sums of money and Parcels of Goods of sundry sortments and other particulars But not the same or in such manner and at such times Received as in the Schedule mentioned in the said Bill of Complaint is set forth neither were such sums of money Parcels of goods or any of the other Particulars so Received Received [*sic*] on this Defts. accompt neither is he this Defendant thereby or by means thereof Become Justly and truely indebted unto the said Complainant in the sum Expressed in the said Bill of Complaint or in any other sum or sums of money

whatsoever upon that accompt as this Defendant conceives Except for three articles contained in the said Schedule (Vizt.) a Silver watch and Spying Glass charged at Pagodas 30 and a Parcels of Chints valued therein at Pagodas 33. 18 which articles this Defendant is Ready to accompt with the Complainant for This Defendant sayeth that being one of the attorneys of Coja Symone he this Deft. Did by and with the knowledge and consent and Good Liking of his Coadjutor Coja Gregory Lately Deceased and in the name and for the Proper account use and Behoof of his said constituent Coja Symone take up and Receive several sums of money Parcels of Goods and other Particulars as beforementioned and Did give Bonds for the same in the name of the said Coja Symone some signed by the said Coja Gregory and this Defendant Jointly others by this Defendant alone as is usual for attorneys to Do This Defendant sayeth that sometime in the month of April 1730 he this Defendant Did make up and settle all the Transactions Between them upon accompt of the said Coja Symone and this Defendant saith that he Did Draw the same out into a General Accompt Current & Did send the same to the Complainant who kept the same in his hands for some months and then Returned it to this Defendant with his Chop or Seal affixed to each Part thereof by which according to the custom of the Armenians he allowed approved and confirmed the said accompt to be true and Just which Accompt Current so sealed and a Translate thereof this Defendant hath for the Better information of this Honble. Court and to avoid all Litigious matter or Prolixity in this suit hereunto annext by the Tenour whereof this Defendant conceives himself to be freed from all Demands of the Complainant hereon or upon Part or Parcel thereof or of any other Transactions in Behalf of the said Coja Symone and more Particularly so from all and every the charges in the Complainants said Bill of Complaint sett forth or in the Schedule thereunto annext Excepting such articles thereof as are herein before excepted all which matters and things this Defendant humbly Leaves to the consideration of this Honble. Court and Prays to be hence Dismissed with his Reasonable costs and charges in this Behalf most wrongfully sustained.

H. Rumbold.
Attorney for the Defendant.

To the Honble. the Mayors Court
at Madrasspatnam.

The humble petition of the Defendant.

Sheweth that the Complainant Doth Detain in his hands several Bonds Bills of Exchange and other Papers Belonging and appertaining unto your Petitioner either in Behalf of himself or others more Particularly some Papers materially concerning the Dispute now Depending in his Honble. Court between the Complt. and your Petitioner all which Papers are contained in a Schedule hereunto annext. That your Petitioner hath frequently both before and since the suit between the Complainant and your Petitioner commenced in a Friendly manner Requested the said Complt. to Deliver such papers unto your Petitioner but the said Complt. obstinately Refuses to comply with this Reasonable Demand of your Petitioner. That your Petitioner apprehends the Detinue of such Bonds Bills &ca. Papers in the hands of the Complt. is contrary to Equity and good conscience and tends to the manifest hurt Injury and oppression of your Petitioner.

Your Petitioner therefore most humbly Prays that this Honble. Court will take the Premises into consideration and that they will cause the said Complainant to Deliver all such Papers as are mentioned in the said Schedule unto your Petitioner or that he may shew good and sufficient cause for his Refusing so to Do and that this Honble. Court will take such further order therein as to your wisdom may seem meet.

AND YOUR PETITIONER AS BOUND SHALL EVER PRAY &C[A].

H. RUMBOLD.
Att[y].

THE SCHEDULE Referred to in the foregoing Petition Some Papers belonging unto the Armenian church cased up and sealed with my seal which I delivered unto Coja Ammer Essad when he was Church warden by the Direction of the Padres But at the same time made myself answerable for their forthcoming and therefore I conceive they ought to be Returned to me.

The Bills of Sale of my Three houses in Marcawn Street in Madrass (which houses I Lately made into one) and of my house at the Mount In the Beginning of the year 1726 I Desired Coja Ammer Essad to write to this Brother Coja Saffar or any of his Correspondents at Surat to supply my Family at Persia with 200 Fanams and to Draw on me by Bill of Exchange for the sum of 5000 Rupees to Discharge the same which I Promised to accept and as security for so Doing Deposited the aforesaid Bills of Sale in his hands this affair not being complyed with I desire the said Bills of Sale may be Returned me.

My Bond to Major Roach taken up by him and my subsequent Bonds to Ammer Essad for the moneys he Paid Major Roach on Coja Symones account the same being accounted for in the Account Current annext.

The Bills of Exchange Drawn by Coja Gregory and myself, on Coja Nickose on account of Coja Symone for the sum of 500 Pagodas which we Desired Coja Ammer Essad to Receive of the said Nickose but he did not Do it (or at Least not to my knowledge and therefore the said Bills ought to be Returned to me or accounted for.)

My Counter Bond for the Respondentia money Lent Coja Symone on the ship Santa Cruz the same being accounted for in the aforesaid Accompt Current. A Bond from Coja Gregory and my self to Repay him the sum of 231 Pagodas which he was to Pay Goode Anconah on account of Coja Symone which he not having Done the Bond is Returnable to me.

A Bond from me to Aratoon Bauveig in his hands, There was Two Bonds of the same Tenour and Date one of them I have Paid and I desire the other may be Returned to me for fear of accidents.

The note for the companys custom on the Elephants Teeth sent by Symone to Discharge the Debt to Major Roach which being accounted for in the aforesaid accompt current should be Delivered up to me.

The Bills of Exchange Drawn by Coja Gregory and myself on Coja Symone for the amount of Pagodas 2000 to be invested and sent in Goods to Pegue these Bills we gave Amer Essad to Remit to Pegue but he not Doing it they should be Returned to me.

Two Receipts of M[r]. Murray for sundry ships stores Bought of him and accounted for in the above Accompt Current. The Quit Rent notes for Coja Symones houses Mortgaged to Ammer Essad and which are also accounted for in the said Account Current.

Havoness Galouze his Bond to me for 25 Rupees which I Desired Ammer Essad to Receive for me but he has never accompt[d]. with me for it.

The Bills of Exchange Drawn by Coja Gregory and myself for the sum of Pagodas 700 on Coja Symone to be invested in Tinn and sent hither accompted for in the aforesaid Accompt Current.

My Bonds on account of the money Due to M[r]. Madeiros which is accounted for also in the said Accompt Current.

TRANSLATE OF THE ACCOT. CURRENT REFERRED TO IN COJA SARQUEES'S ANSWER.

COJA AMERR ESSAUD IN ACCOMPT. WTH. COJA SYMONE FROM FEBRUARY 1726 TO APRIL 1730

DR.

Month	Day	Particulars	Quantity	Amount		Amount
1726/7 FEBRY.	23D.	To 2 Lottery Tickets ..	..	..		Pags. 2 — —
APRIL	17TH.	To Elephants Teeth Large pz.	Ca. 10, Md. 14, lb. 5	1444 16 —		
MAY	18TH.	To Do. old.	— 17 7	113 24 —		..
		On accompt of the money pd. Major Roach				1558 4 —
APRIL	27TH.	To Tinn. ..	13 — —	— — —		378 18 —
MAY	19TH.	To Profiitt on Rubies ..	..	..		50 — —
AUGUST	25TH.	To 1 Clock ..	..	..		21 — —
DECEMR.	24TH.	To Wax ..	Md. — 4, lbs. 3	8 9 —		
		To Rice ..	50 Marcal.	5 20 —		
						13 29 —
1727/8 JANRY.	26TH.	To 21 Timbers ..	..	..		96 — —
1729. SEPTR.	4TH.	To 1 Bulse of Rubies ..	..		1500 — —	..
		Charges of Merchdize. thereon ..	..		50 — —	..
					1450 — —	..
Deduct—		So much Paid Coja Gregor out of the Produce thereof.	..		300 — —	..
					Carried over ..	2,119 15 —

CR.

Month	Day	Particulars	Amount	Amount
1726/7 FEBRY.	8TH.	By Cash ..	P. 400 — —	
	14TH.	By Do. ..	200 — —	
		As by Coja Sarquees's Bond datd. 28 Febry. 1726/7 ..	..	Pags. 600 — —
	28	By cash	50 — —	
MARCH	9TH.	By Do. Paid Coja Sature	200 — —	
		By Do. Paid Coja Estephan ..	150 — —	
		ꝑ Coja Sarquees's Mortgage Bond Dated Mar. 10th. 1726/7 ..	..	400 — —
APRIL	1ST.	By cash paid Numshavia	30 — —	
	16	By Do. Paid Estephan	25 — —	
		By Arcott Rupees 156½—at 313 ..	50 — —	
	25	By cash Paid Mr. Madeiros ..	1323 — —	
		By Do. Paid Coja Estado. ..	240 — —	
		By 6 Planks 3 small flasks of Rosewater and 1 Large Do. ..	6 — —	
		By 3 Peices of Chints	9 — —	
		By charges on Sugar	6 18 —	
			Carried over ..	1,000 0 0

	Brought over ..	2119	15	—
On accompt of Respondentia on the Santa Cruz ..	.. ..	Pags. 1150	—	—
	Carried over ..	3269	15	0

		Brought over ..				1000	0	9
April	25th.	By 12 Large Dishes	19	32	—			
		By 8 Bandezars ..	5	32	—			
	29th.	By cash paid Juan Pags. 50 Estephan P. 2 ..	52	—	—			
May	3d.	By Do. Paid Estephan for Coja Sature ..	150	—	—			
	26th.	By Do. Paid Estephan	100	—	—			
		Deduct	2017	—	—			
		So much accounted for at the foot hereof.	17	—	—			
		℔ Coja Sarquees's Mortgage Bond Dated 31st. May 1727	..			2000	—	—
	26th.	By cash Paid a Braminy for Estephan ..	240	—	—			
June	1st.	By Do. Paid Estephan.	15	—	—			
	3d.	By Do. paid Coja Nickose ..	221	18	—			
	23d.	By Do. paid Do.	20	—	—			
		By Timber bought of Coja George.	12	—	—			
July	1st.	By cash Paid Numshaviah ..	20	—	—			
		By Do. paid Estephan	40	—	—			
		By Do. paid Coja Moses	12	18	—			
		Carried over ..				3000	0	0

Dr.

Brought over ..	3269	15	—
Carried over ..	3269	15	—

Cr.

		Brought over ..			3000 — —
July	3d.	By Cash paid Estephan		35 — —	
				616 — —	
		So much accounted for at the foot hereof ..		16 — —	
		℔ Coja Sarquees's Mortgage Bond Dated 30th. July 1727 ..		..	600 — —
July	31st.	By 3 peices flowered silk ..	P.	12 — —	
August	7th.	By Ballance of Church Accompt ..		25 — —	
		By Cash Paid Coja Teoom ..		100 — —	
	16th.	By Do. ..		40 — —	
	27	By Do. Paid Anconah ..		130 — —	
	29	By Do. paid Coja Nazar ..		100 — —	
Septr.	13	By Do. paid Do.		200 — —	
	15	By Do. paid Poncheek ..		20 — —	
	26	By Do. ..		15 — —	
October	13th.	By 1 peice of China silk ..		4 — —	
Novr.	30th.	By Cash Paid Numshaviah ..		20 — —	
Decemr.	5	By Do. ..		15 — —	
	15	By Do. paid Numshavia ..		5 — —	
		Carried over ..			3600 — —

Brought over ..	3269	15	—
Carried over ..	3269	15	—

		Brought over ..	3600	—	—
1727/8 Janry.	7th.	By Cash paid Numshavia ..	20	—	—
	31st.	By D°. ..	16	—	—
Febry.	2d.	By Cash paid Malliah ..	25	—	—
	10th.	By 5 peices Avarangsoy ..	17	9	—
		By 2 peices Elatches ..	7	—	—
		By 1 peice Chints and 1 Turbant.	5	9	—
		By Brandy and wine	3	—	—
		By Cooley hire for Timber and Plank.. ..	12	27	—
March	3d.	By Cash ..	10	—	—
	10th.	By D . paid Cosa Sature ..	10	—	—
	13	By D°. Received at twice ..	30	—	—
	23d.	By D°. ..	25	—	—
	28th.	By D°. ..	80	—	—
April	16th.	By D°. ..	20	—	—
May	5th.	By Coja Teoom ..	10	—	—
	9th.	By Cash ..	15	—	—
		Add ..	992	9	—
		So much accot^{d}. for at the foot hereof ..	7	27	—
		℔ Respondentia Bond on the ship Santa Cruz Dated 13th. Septr. 1727 and signed by Coja Gregory and			
		Carried over ..	3600	—	—

		Brought over	..	3269	15 —
		Carried over	..	3269	15 —

Cr.

			Brought over	..	3600 — —
		Coja Sarquees in Coja Symones name for security whereof Coja Sarquees gave a Counter Bond	..		1000 — —
		By the Respondentia Due thereon at 18 ₽ cent ..	..		180 — —
1727 July	19th.	By Cash ..	10 — —		
	21th.	By Do. ..	20 — —		
	23d.	By Do. ..	40 — —		
	26th.	By Do. ..	80 — —		
		By Do. paid Mr. Murray ..	200 — —		
		By Do. ..	30 — —		
		₽ Bond signed by Gregory and Sarkees in the name of Symone Dated the 26 July 1727	..		380 — —
Septr.	23d.	By Cash for which Gregory and Sarquees gave a Bond in Symones name.	..		382 — —
Octo.	6th.	By the amount of sundry Goods sent Symone and for which			
			Carried over	..	5542 — —

		Brought over ..		3269 15 —
		Carried over ..		3269 15 —

		..	Brought over ..	5542 — —
		another Bond was given by Gregory and Sarkees in Symones name.	201 5 —	
		Deduct— So much acco^td^. for at the foot hereof ..	1 5 — ℔ Bond	200 — —
Oct^r^.	28th.	By Cash paid M^r^. Murray for which another bond was given in Like manner ..	..	280 — —
1728 April	16th.	By Cash paid Major Roach.	1492 22 —	
		By D^o^. paid Custom on the Elephants teeth	81 18 —	1574 4 —
	28	By Cash ..	150 — —	
May	24	By a Parcel of emeralds ..	125 — —	
July	17	By Cash ..	5 — —	
	20th.	By D^o^. paid Coja Sature ..	20 — —	
	31st.	By D^o^. paid Malliah ..	25 — —	
Nov^r^.	6th.	By D^o^. Paid Numshaviah..	10 — —	
1728/9 Jan^ry^.	4th.	By D^o^. ..	15 — —	
			Carried over ..	7596 4 —

Brought over ..	3269	15	—
To Ballance	5412	7	—
Pago^{s}.	8681	22	—

		Brought over ..					7596	4	—
Jan^{ry}.	7th.	By Cash p^{d}. 15 Turbetts p^{a}. 11	26	—	—				
	12	By D^{o}. ..	3	—	—				
March	5th.	By D^{o}. paid Companys Quit Rent	12	18	—				
	8	By D^{o}. Paid Poncheek ..	25	—	—				
		By a Parcel of Red Beads ..	165	—	—				
April	12th.	By Cash paid Numshaviah ..	20	—	—				
Sept^{r}.	15	By Coja Turos ..	150	—	—		751	18	—
		Coja Gregory and Sarquees gave a Bond in Symones name for Pagodas 490 in Part of this sum.							
		By sundry cloth sent Symone for wch. Bond was given in like manner ..				..	334	—	—
						Pags.	8681	22	—

Said Amer Essad.

Dr.			
To the Difference in the second sheet on the Respond^{a}. money	7	27	—

N.B.—To this accompt Cosa Ammer Essad has affixed his seal thereby allowing & consenting to the same.

						Cr.
By a difference in the money Rec^{d}. for Sarquees Bond of. Pag^{s}.	2000	—	—	17	—	—
By D^{o}. in the Bond of ..	600	—	—	16	—	—
By D^{o}. in Gregory and Sarques's Bond of ..	200	—	—	1	5	—

COJA AMER ESS.UD IN ACCOMPT WITH COJA SYMONE.

DR.

1728						
APRIL	20TH.	To Cash Received of Vencaty Puttee	Pags.	280	—	—
1730		To Do. Received of Anconah for Rice		350	—	—
APRIL	4TH.	To 3 Jarrs of Wood Oyl.. ..		7	18	—
SEPTR.		To Freight of Sundrys		1	5	—
			Pags.	638	23	—
		To Ballance ..		143	26	—
				782	13	—

CR.

1727						
APRIL	12TH.	By 12 Peices Atlasses	Pags.	72	—	—
1728						
APRIL	28TH.	By Cash of Vencaty Puttee ..		150	—	—
		By Do. of Nockada Sempore ..		250	—	—
SEPTR.	27TH.	By Do. of Nairo Vencatasbia ..		250	—	—
MAR.	8	By Garnetts the Remainder sold ..		7	—	—
		By Outcry		25	13	—
		By 1 Dappa Gull		5	—	—
		By 1 Md. of Coffee		3	—	—
		By 2 peices of Chints and 4 peices Lungees		11	—	—
		By sundrys bought at outcry ..		2	18	—
		By Palanquin Furniture		6	18	—
			Pags.	782	13	—

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 19th. day of May Anno Domini 1732 Between Coja Amer Essad of Fort St. George Merchant Complainant and Coja Sarquees of the same Place Mercht. Deft.

. Upon Reading the Bill Exhibited by the Plantiff and the Answer put in thereto by the Defendant and it appearing that the matters in Question Between the Plantiff and Defendant Depended on the Customs of the Armenian Merchants it is therefore ordered that the several matters and accounts in Dispute Between the Plantiff and Defendant be and they are hereby Referred to the Determination of Coja Pacedon Coja David and Coja Gregorio and it is further ordered that the award so to be made by the said Arbitrators be final and conclusive to both Parties and that they Do abide and Perform the same.

℔ Cur.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 18th. day of July Anno Domini 1732 Between Coja Ammer Essad of Fort St. George Merchant Complainant and Coja Sarquees of the same Place Mercht. Defendt.

Upon Reading an order made in this cause Dated the 19th. day of May Last and also an award made Pursuant thereto whereby the several Arbitrators Do award and order that the Defendt. Do make oath that he Paid the Plantiff the sum of Pagodas 416. 3. — and that the Plantiff Do make oath that he Paid the Defendant the sum of Pagodas 150 and if the Parties comply therewith then it is ordered that the Defendant Do pay unto the Plantiff the sum of one thousand two hunderd sixty two Pagodas and four fanams but if either Party should Refuse to make oath as aforesaid then the said sum of Pagodas 416. 3. or the said sum of Pagodas 150 is to be added to or Deducted from the said sum of one thousand two hundred sixty two Pagodas and four fannams and that each Party Do affix their seal to the accounts delivered in by them whereupon and upon consideration had of the Premises This Court Doth think fitt to order and Decree and Doth accordingly order and Decree That the said award and all and every the matters and things therein contained be and are hereby Declared to be of equal Force and validity with a Decree of this Court and that both Parties Do abide by and comply therewith.

℔ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

FEBRY. 9TH. 1731. Humbly complaining sheweth unto this Honble. Court Your Orator John Fenton and your Oratrixes Hannah Fenton and Elizabeth Jeddere (which said Hannah Fenton and Elizabeth Jeddere are the widow and Daughter of Captain Michael Jeddere) that the said Captain Michael Jeddere Did in his Lifetime Transmit and consign to Charles Peers and William Monson of Fort St. George Merchants sundry goods and Effects to be by them Disposed of on his accompt which the said Charles Peers and William Monson Received and Disposed of accordingly and your Orator and Oratrixes shew that sometime after such consignment made the said Michael Jeddere Departed this Life having first made his Last Will & Testament in writing and thereof appointed your Oratrixes Executrixes and your Orator and Oratrixes shew that by virtue of the said will they are become intitled to the Produce of the said goods so consigned to the said Charles Peers and William Monson and have frequently applyed to them for the Payment thereof But now so it is that the said Charles Peers and Wm. Monson Refuse to Pay the same To the end therefore that the said Charles Peers and William Monson may upon their

Corporal oaths true and Perfect answer make to all and every the matters aforesaid and be Decreed to Deliver unto your Orator and Oratrixes a Just and true account sales of the Goods consigned to them as aforesaid and to Pay what shall appear to be the Produce thereof and that your Orator and Oratrixes may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

W^M. TERMIN.
Attorney for the Compl^{tt}.

IN THE NAME OF GOD AMEN This first Day of Sept[r]. in the year of our Lord God One thousand seven hundred and Twenty eight I Michael Jeddere now of Calcutta in the East Indies being in Perfect health and of sound mind and memory thanks be to God for it same Do make this my Last will and Testament in the manner and form following hereby Revoking all former will and Bequeaths by me made.

IMPRIMIS I commit my soul to God who gave it & my Body to be Decently Buryed as shall be thought proper by my Trustees hereafter named.

I give and Bequeath unto my Honoured father William Jeddere the sum of Twenty Pounds St. ℔ yearly During his Natural Life and at his Decease to go to my Executrixes hereafter named. Item.

I Give and Bequeath unto my Loving Brothers John William and James Jeddere and to my sisters husband M[r]. Joseph Badman Ten Pounds sterling to each of them for mourning. Item.

I Give and Bequeath unto my sister Elizabeth Badman wife of Joseph Badman one thousand current Rupees of Calcutta and if my Loving Wife Elizabeth Jeddere Doth come from England to the East Indies before she can hear of my Death then the Rest and Remainder of my Estate be it what it will shall be Divided between her and my Daughter Hannah Rochester Jeddere whom I hereby appoint and make my Executrixes Jointly But in case my wife should not come for the East Indies before she could hear of my Death I Do then allow my wife Elizabeth Jeddere no more than what she can Recover by Law in case I had willed her nothing and then my Daughter Hannah Rochester Jeddere to be my sole Executrix and in case the ship Rochester now Bound on a Trading voyage should make a Loss voyage so as to Reduce my Estate to Less than Twelve thousand Rupees current of Calcutta then all Legacys to be null and void except that to my Father William Jeddere and in case my Daughter Hannah Rochester Jeddere should Dye before she is of age (which I will and Direct shall be at the Day of marriage or the Day she is Twenty years of age) Then what would otherwise be hers shall be equally Divided between my Loving Brothers John William and James Jeddere and to my Sister Elizabeth Badman wife of Joseph Badman and to the heirs of their Bodys Lastly I will and Desire that M[r]. Richard Bouchier of Calcutta Merchant and the Reverend M[r]. Gostling of Canterbury in the country of Kent in Great Britain Be Trustees to this My Last Will and Testament and Guardian to my Daughter Hannah Rochester Jeddere During her Nonage In Witness whereof I have hereunto set my hand & seal this first Day of September in the year of our Lord God one thousand seven hundred and Twenty Eight. Item.

MICHAEL JEDDERE.

Signed, sealed and Delivered and Published and Declared by the Testator to be his Last Will and Testament (where no stampt Paper is to be Had) in the Presence of us.

T. FULLERTON.
W[M]. WESTON.
E. PEACOCK.

BY THE MAYORS COURT OF CALCUTTA.

Be it known to all men by these Presents that this 20th. Day of October Anno Domini 1731 The Will of Michael Jeddere Late of Calcutta Mariner Deceased Hereunto annext was Exhibited and Proved before this Court and administration of all and singular the Goods and Chattles and credits to the said Deceased in any wise Belonging was and is hereby Committed to Elizabeth Jedderee and Hannah Rochester Jedderee Joint Executrixes in the said Will named being first sworn well and truely to administer the same and to pay the Lawfull Debts of the said Deceased and the Legacys in the said will contained as far as the Goods Chattles and Credits of the said Deceased shall extend and the Law oblige them and also to Exhibit into this Court a True and Perfect Inventory of all the said Goods chattles and credits on or before the first Day of April 1732 and to Render into this Court a True and just account of all the Effects of the said Deceased on or before the 5th. day of October 1732 Dated the Day month and year and Place abovementioned.

Given under our hands and seals and under the seal of the said Court Dated in Calcutta the 5th. of October 1731.

JAMES NEVILL (LS).
Ss. BRUCE (LS).
THOs. INOORE (LS).
ALEX: COTTLE (LS).

KNOW ALL MEN that we Elizabeth Jeddere and Hannah Fenton both of Calcutta Do by these Presents nominate constitute and appoint Merc James Hubbard Merchant in Madrass our True and Lawfull attorney to Demand sue for and Recover any sum or sums of money owing to us as heiresses of Captain Michael Jedderee Deceased and we Do hereby empower him to give Acquittances in our name and Do confirm whatsoever he shall Lawfully Do for us the same as if we ourselves had Done it. Given under our hands and seals this 15th. day of May 1732.

E. JEDDEREE (LS).
HANNAH FENTON (LS).

(Where no stamped Paper is to be had) in the Presence of

Richard Thelwal.
Robert Golding.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 25th. Day of July Anno Domini 1732 Between John Fenton and Hannah his wife and Elizabeth Jedderee which said Hannah Fenton and Elizabeth Jedderee are Executrixes of the Last will and Testament of Captain Michael Jeddere Deced. Complainants and William Monson and Charles Peers of Fort St. George Merchants Defendants.

Upon Reading the Plantiffs Petition and also Probate of the Will of the said Captain Jedderee and also a Letter of Attorney under the hands and seals of the Plantiffs Dated the 5th. day of May Last Past and the Defendants appearing in Court and Producing an Accompt Current whereby it appeared there was Remaining in their hands of the Testators Estate the sum of Two thousand three hundred and forty eight Pagodas Thirty fannams and forty eight cash This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendants Do pay the said sum of Two thousand three hundred and thirty eight Pagodas Thirty fannams and thirty Eight cash to Mr. James Hubbard the Person empowered by the said Letter of Attorney to Receive the same and that the Plantiffs Do pay the costs of suit.

℘ Cur.

TO THE HON^BLE^. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Coja Sature of Fort S^t^. George Merchant and acting Attorney for Coja Estephan D. Cotcheek of Syrian in the Kingdom of Pegu Merchant that Coja Soffras now Residing in the Town of Madrasspatnam is indebted unto the said Estephan D. Cotcheek in the sum of Thirty Pagodas as by a Bond under the hand and seal of the Saffras Dated the 18th. Day of September 1730 and made Payable upon Demand to the said Estephan D. Cotcheek or his order with Interest after the Rate of six ℘ cent ℘ aññ which Bond your Orator hath Ready to Produce will appear Now so it is may it Please this Honble. Court that the s^d^. Saffras neglects and Refuses to Pay the amount of the said Bond unto your Orator who is Lawfully Entitled to Demand & Receive the same by virtue of his Powers of attorney beforementioned although your Orator hath frequently Pressed the said Saffras to Discharge the same To the end therefore that the said Saffras may upon his Corporal oath true Direct and Perfect answer make to all and singular the matters and things before sett forth and that he may be Decreed to pay the amount of said Bond unto your Orator together with such Interest as shall appear to be Due thereon at the Rate of eight ℘ Cent ℘ annum as customary and that your Orator may have such other Releif on the Behalf of his constituent as to his Honble. Court shall seem meet.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 28th. day of July anno Domini 1732 Between Coja Sature of Fort S^t^. George Merchant Complainant and Coja Saffras of said Place merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a Bond under the hand of the Defendant Dated the 18th. day of September 1730 and several Persons being Present in Court and attesting the Payment of the consideration money on executing the s^d^. Bond This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do pay unto the Plantiff the sum of Thirty Pagodas with Interest after the Rate of six ℘ cent ℘ annum from the Date of the said Bond together with his costs of suit.

℘ Cur.

TO THE HON^BLE^. THE MAYORS COURT
AT MADRASSPATNAM.

JULY 18TH. 1732.

Humbly complaining sheweth unto this Honble. Court your Orators William Studholme Gilbert Slaughter and Josiah Hindman Trustees of the Estate of Captain John Lawson Deceased That the said Captain John Lawson Did in his Lifetime contract and agree to and with Trevengalum Comrapah Merchant now being and Residing in Madrass for the Purchase of sundry Parcels of Goods to the amount of Three thousand seven hundred eighty one Pagodas and Did pay to the said Trevengalum Comrapah in Part the sum of Five hundred Pagodas and towards sattisfaction of the said contract and your Orators shew that upon the Death of the said Captain John Lawson your Orators did Invest all and every the Estate of the said Captain John Lawson except the sum of one thousand Pagodas which your Orators Reserved in order to make good the said contract your Orators being the same was only for the sum of Fifteen hundred Pagodas the said contract being Left in the hands of the said Captain John Lawsons attorney at this Place and your Orator Josiah Hindman shews that being appointed by the said other Trustees of Captain John Lawson to come from Bengal to this Place in order to Receive the said Goods and on his arrival here Receiving information that the said contract was for a much Larger sum than was Reserved of the said Deceaseds

Estate your Orator applyed to the said Trevengalum Comrapah Requesting him to Release your Orator from the said contract or at Least from so much thereof as exceeded the Estate of the said Captain John Lawson then in your Orators hands but the said Trevengalum Comrapah absolutely Refused to comply with such Request insisting that your Orator should fully make good the said contract whereupon your Orator Did take up a sum of money at Interest to enable him to comply therewith and your Orators shew that the said Trevengalum Comrapah omitting to Deliver the Goods at the time Limited by the said Contract your Orators Did on or about the Day of June Last Preferr their Bill in this Honble. Court against the said Trevengalum Comrapah to Compell a Performance thereof whereto the said Trevengalum Comrapah appeared and acknowledged the Execution of said contract and promisd to comply therewith whereupon this Court Did order and Decree that the said Trevengalum Comrapah should forthwith Deliver the said goods to your Orators agreeable to the said contract which your Orators well hoped the said Trevengalum would have Done But now so it is that the said Trevengalum Comrapa keeps back Parcel of the said Goods which by the said contract and Decree he is obliged to Deliver to your Orators to the great Detriment of the estate of the said Captain John Lawson your Orators having been offered Four hundred Pagodas Profit in case the said Contract had been fully complyed with by the said Trevengalum Comrapah. To the end therefore that the said Trevengalum Comrapah may upon his corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed immediately to Deliver unto your Orators the said Goods according to the Tenour of the said Contract and in Default thereof that the said Trevengalum Comrapah may be Decreed to Repay the said sum of Five hundred Pagodas with Interest and the said contract be Declared void and that the said Trevengalum Comrapah may be further Decreed to make satisfaction not only for the Damage the Estate of the said John Lawson sustains by the nonperformance of the said contract but also on account of the money taken up at Interest by your Orator Josiah Hindman to enable him to comply therewith and the charges and expences he has been at in order to obtain a Performance thereof and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good Conscience.

W^M^. TERMIN.
Attorney for the Compl^tts^.

SURAT CORAM ME
JULY 31ST. 1732.
FRANCIS ROUS.

THE ANSWER of Trevengalum Comrapah of Fort S^t^. George Merchant to the Bill of Complaint of William Studholme Gilbert Slaughter and Josiah Hindman Gentlemen Executors to the Estate of Captain John Lawson Deceased.

This Defendant saving and Reserving to himself all manner of Benefit and advantage of Exception to the many Errors Incertaintys and imperfections in the Complainants said Bill of Complaint Contained for answer thereunto or unto so much thereof as this Defendant is advised materially concerneth him to make answer unto he answereth and saith That he admits there was such a contract made and agreed to by the Late Captain John Lawson and this Defendant as in the Complainants said Bill of Complaint is charged and this Defendant also admits that he this Defendant Received the sum of Five hundred Pagodas in hand from the said Captain Lawson in Part and towards satisfaction of the said contract. This Defendant solemnly sayeth and upon his oath averrs that at the time of signing the contract beforementioned between the said Captain Lawson and this Defendant he this Defendant Did object that should the weavers who were to make the several Parcels of Goods more Particularly mentioned in the contract Disappoint him this Defendant by not Performing their Parts in Relation to the Exact Quantitys of each muster or sortment as very often happens what Releif should he this Defendant have from the strict Letter of the said contract whereupon

the said Captain Lawson Did then firmly Promise this Defendant that in such case he the said Captain Lawson would be content with so much of each sortm^{t}. of the Respective Goods in the said contract mentioned as this Defend^{t}. should be able to Procure and not insist on more This Defendt. saith that having great confidence in the honour & Integrity of the said Captain Lawson also being unwilling to Disoblige him by any scrupulous or distrustfull Behaviour and not in the Least imagining his Dissolution so near at hand he this Defendant therefore Did not think it convenient to urge that the contract before Received should be wrote over again and the objection and the Promise thereon beforementioned be sett forth in the same but Left the whole entirely to the honour and Generosity of the said Captain Lawson and this Defendant Doubts not it would have been acknowledged and complyed with by the said Captain Lawson had that Gentlemen survived This Defendant saith that he Doth not know how far the several Complainants were admitted to the knowledge of the said Contract and therefore he cannot make answer to that Part of the Complainants Bill this Defendant further answering saith that he admits that Josiah Hindman one of the Complainants Did apply to this Defendant Requesting this Defendant to Release him from so much of the said contract as exceeded the sum of Fifteen hundred Pagodas But this Def^{t}. saith that having actually agreed and contracted with several weavers to make and Procure the full Quantity of each sortment of Goods mentioned in the said contract and advanced great sums of money to them for that Purpose and the weavers at that time Promising faithfully to Perform the same and there being also a considerable Quantity of each muster then upon the Looms more than to the amount of Fifteen hundred Pagodas this Defendant therefore in Justice to himself could not comply with the Request of the said M^{r}. Hindman the Complainant however his Inclinations might Lead him so to Do all such sortments of Goods being never made but upon Particular contracts and are only fitt for the Europe Market by which had this Defendant complyed with the Request aforesaid he would have been a very Great sufferer therein by having a very Large Quantity of Goods returned upon his hands which in all Probability they might have Lain many years before he this Defendant could have been able to have Disposed thereof if Ever all which this Defendant Remonstranc'd to the said Hindman and gave as his Reasons for Refusing to comply with the Request aforesaid and not being capable of obliging the said M^{r}. Hindman therein which he this Defendant in any other case would gladly Do this Defend^{t}. admits that the said Josiah Hindman one of the Compl^{tts}. Did on or about the time sett forth in the said Bill of Compl^{tt}. Exhibit his Bill in this Honble. Court against this Defendant to compel a compliance to the said contract But for what Reasons such Bill was Exhibited this Defendant Doth not yet know he having never Denyed a complyance with the said Goods to any great height Did tell M^{r}. Hindman that it would be better if he he had actually Procured the Greatest Part of the said Goods and brought them into his Godowns (or warehouses) Ready for the said M^{r}. Hindmans survey This Defendant sayeth that he being unwilling to Run the charges of merch^{dize}. on the said Goods to any great height Did tell M^{r}. Hindman that it would be better if he would Please to come and sort and Bale the said Goods at his this Defendants house which would save a great charge in cooly hire but the said M^{r}. Hindman not acquiescing in this Defendants opinion some Dispute arose thereon and the said M^{r}. Hindman Parted from this Defendant in seeming anger and soon after Exhibited the Bill aforesaid against him To which this Defendant appeared and acknowledged the said contract and his this Defendants intention of Performing the same agreeable to the true intent and meaning thereof upon which a Decree passed in this Honble. Court to that Purpose agreeable to which and by order of S^{d}. Josiah Hindman one of the Complainants this Defendant Did Bring and Put into a warehouse appointed by Mr. Hindman for that Purpose all the Goods of the Different sortments beforementioned which this Defendant hath as yet been able to Procure from the weavers amounting to three thousand four hundred Pag^{s}. or thereabouts as by a valuation of the said goods according to the Tenour of the contract will appear all which matters and things this Defendant can and will maintain and Prove and therefore humbly Leaves the same to the Judgment of this Honble. Court and hopes that it will be Deemed That he hath satisfactorylv answered all

his Engagements upon accompt of the said contract to the said Complainants Trustees to the s^d^. Captain Lawsons Estate and further Prays that he may be hence Dismissed with his Reasonable costs and charges in this suit most unjustly sustained.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the first Day of August Anno Domini 1732 Between William Studholme Gilbert Slaughter and Josiah Hindman Trustees of the Estate of Captain John Lawson Deceased Complainants and Trevengalum Comrapah of Fort S^t^. George Merchant Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill and answer Read and the Deposition of Ragona who Deposed that the said Captain Lawson at the time of signing the contract in the Pleadings mentioned Did consent and agree to accept such Goods as the defendant should Provide though the contract should not be fully Performed by the Defendant and what was alledged on either side and Due consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do allow and make good to the Complainants all such money as they shall make appear hath been by them Paid for Interest of any sums taken up to enable them to comply with the said contract from the 31st. of May last and it is further ordered that the Complainants Do Receive of and from the Defendant all such Goods as he hath Provided agreeable to the Tenour of the said contract and it is further ordered that if the Defendant Do Import any more goods at this Place of the same muster and sortment with those mentioned in the said contract that he the Defendant Do give the Refusal of such goods to the Complainants and it is further ordered that the Defendant Do Pay the costs of this suit.

℘ Cur.

TO THE HON^BLE^. THE MAYORS COURT AT MADRASSPATNAM.

AUG^ST^. 8TH.

The humble Petition of the Plaintiffs

SHEWETH that on Tuesday Last your Petitioners obtained a Decree in this Honble. Court against the Defendant for the Delivery of a considerable Quantity of Ginghams and other Peice Goods Pursuant to a contract entered into by the Defend^t^. with Captain John Lawson Deceased which Goods were to be taken on the valuation of Four Merchants.

That the said Goods were valued by four merchants by a muster taken out for the several sortments and Delivered to the said merchants by the Defendant on whose valuation your Petitioners were Ready to Receive the said goods.

That on sorting the said Goods in order to embale the same your Petitioners find that very few sortments thereof came up to the muster by which such goods were valued either in fineness or chay neither are the several quantitys contracted for Provided but only from four to sixteen Peices of some of the said sortments as will appear by an account taken of the Goods Delivered by the Defendant.

That by such the evasive Practices of the Defendant Great Damage will accrue to the Estate of the said Captain John Lawson should your Petitioners accept the said Goods.

Your Petitioners therefore most humbly Pray that the Defendant may be obliged to take the said Goods on his own account and to make satisfaction for the Damages the Estate of the said John Lawson may sustain by the non Performance of the said contract Punctually and that

a Reasonable allowance may be made your Petitioners for their charges in coming to & Residing here for the Performance thereof and that your Petitioners may have such other Releif as the nature of their case may Require and as may be agreeable to Equity and good conscience
and your Petitioners shall Pray &c[a].

To the Hon[ble]. the Mayors Court at Madrasspatnam.

The humble Petition of the Defendant.

Sheweth that having Perused and examined the Petition of the Plaintiffs exhibited in this Hon[ble]. Court on Tuesday Last agreeable to an order for that purpose made upon the humble motion and Request of your Petitioners attorney your Petitioner observes that in the Two charges therein inserted to support the Prayer of the said Petition and on which Foundation the Plantiffs hope Releif are Erroneous and uncertain and not fully and Truely setting forth and stating the matters of Fact as they ought to Do.

The first charge setts forth that on sorting the Goods in order to Embale the same there were very few of the sortments came up to the muster by which such goods were valued either in Fineness or chay.

Which your Petitioner begs Leave to answer as follows.

When Mess[rs]. Powney Turner Stratton and Mansel came to value the said Goods there were taken from each corge of each sortment three or Four (and of some sortments more) peices for musters one Peice of which was Time the other Midling and the Third course and so in Proportion as there were more or Less peices taken out which Peices or musters the Gentlemen aforesaid accurately surveyed and afterwards sett their Value thereon not according to the finest or coursest Peice but at a medium Price for the whole and the same was Done with the Knowledge consent and approbation of M[r]. Hindman one of the Plantiffs who then made no objection but seemed content therewith Now if the said M[r]. Hindman hath Picked out the finest Peice of each muster and expects that all the Goods should be of the same sortment and at the same Price your Petitioner humbly apprehends he is not Bound to answer or make good such a Demand and your Petitioner also insists that the said M[r]. Hindman not making any objection at the time of sortment this charge thereby becomes of no force now and humbly hopes it will be so Deemed by this Hon[ble]. Court. The second allegation in the Plantiffs Petition Laid Down is That there is Deficiency in the several Quantitys Provided against the Tenour of the contract your Petitioner is surprized to find this Pretext made use of a second time your Petitioner having in his answer to the Plantiffs Bill of complaint upon oath sett forth that Captain Lawson Promised to Dispence with the exact Quantitys which Part of the said answer is supported by the Deposition of Paucala Ragonah as appears in the Body of the Decree of this Hon[ble]. Court in this cause where the same hath been allowed and therefore your Petitioner conceives this charge Requires no further confutation.

In the Prayer of the Plantiffs Petition it is observable they Request the said Goods may be Returned upon your Petitioners hands and satisfaction made for Damages &c This was the Purport of their Former Bill of complaint which was answerd in time by your Petitioner upon oath after a full hearing had thereon a Decree has Passed this Hon[ble]. Court copy of which is hereto annexed Therefore how the said Petitioners can now Pray this Hon[ble]. Court to supersede the Decree aforesaid which is firm and express without the formal Process of Review wherein some allegation of an Error in the Body of the said Decree ought to be as your Petitioner is well informed and which hath not yet been Done although expressly Requisite before any Decree of this Honble. Court can be altered or Reversed your Petitioner is much at a Loss to account for.

Your Petitioner sayeth and averrs and Doubts not to Prove and maintain that he hath Paid strict obedience to the Tenour of the Decree of this Honble. Court beforementioned althô his observance thereof will be upwards of Three

hundred Pag[s]. Loss to him as your Petitioner can also Prove. Wherefore your Petitioner most humbly Prays that the Petition of the Plantiffs which is contrary to Equity and good conscience as your Petitioner apprehends may be Dismissed this Honble. Court and that the Plantiffs may be obliged to stand to & abide by the Tenour of the aforesaid Decree of this Hon[ble]. Court and that your Petitioner may have such satisfaction for this Further and unnecesary Trouble as to this Hon[ble]. Court shall seem meet.

AND YOUR PETITIONER AS BOUND SHALL EVER PRAY.

TO THE HON[BLE]. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Hon[ble]. Court your Orators Thomas Weston William Monson and John Stratton Merchants of Fort S[t]. George and Creditors of Michael Jeddere Deceased That the said Michael Jedderee intending on a voyage Did take up from your Orators Respectively several sums of money to Run at Respondentia on the ship Rochester for his then Intended voyage and some time after his Departure from this Place the said Michael Jeddere Did Remit and send to his attorneys on the ship Cadogan some Gold and Benjamin to be by them Disposed of and did by Letter Direct that the Produce thereof should be Divided amongst your Orators in Proportion to their several Demands and your Orators shew that before a Dividend was made Pursuant to the Directions of the said Michael Jedderee his attorneys here were inform'd of his Death and that he had made his will and thereof appointed his wife Elizabeth Jedderee and his Daughter Hannah (now wife of John Fenton) Executrixes and your Orators shew that the said Elizabeth Jeddere and Hannah Fenton have since Proved the said will and by Letter of attorney under their hands and seals Bearing Date the Day of May Did authorize and empower James Hubbard Merch[t].. to Receive the Produce of the said Goods from the attorneys of the said Michael Jedderee who hath accordingly Received the same and your Orators shew that the said ship Rochester being Lost During the voyage but a considerable Part of the Estate of the said Michael Jedderee saved and your Orators being entitled to a Proportion thereof according to the custom of India your Orators have applyed to the Executrixes of the said will to make up a Just and True acco[t]. of the Estate of the said Michael Jeddere and to cause a Dividend thereof or of such Part thereof as might be Deemed to belong to your Orators and other the Creditors of the said Michael Jeddere as the salvage of his Estate according to the custom aforesaid But now so it is may it Please this Hon[ble]. Court that the said Elizabeth Jedderee Hannah Fenton and James Hubbard Refuse to comply with the Reasonable Request of your Orators To the end therefore that the said Elizabeth Jedderee Hannah Fenton and James Hubbard may upon their Corporal oaths True and Perfect answer make to all and every the matters aforesaid and be Decreed to Deliver in a Just and true acco[t]. of the Estate of the said Michael Jeddere come to their hands Possession or knowledge that a Just Dividend may be made of such salvage as aforesaid and that until such account is Delivered in the said James Hubbard may be Decreed to Retain the money now in his hands belonging to the Estate of the said Michael Jedderee or such Part thereof as may be esteemed a Just salvage of the said Estate and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the first Day of August Anno Domini 1732 Between William Monson Thomas Weston and John Stratton Creditors of Captn. Michael Jedderee Complainants and Elizabeth Jedderee and Hannah Fenton Executrixes of the Last will and Testament of the said Michael Jedderee and James Hubbard Defendants.

Upon Reading the Plantiffs Petition and the Defendant appearing in Court and submitting the Prayer of said Petition to the consideration of the Court and the Court having Duely consider'd the same and being of opinion that the Plantiffs ought to make their Demand in Calcutta where the Executrixes of the said Will Reside This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Plantiffs Bill Do stand Dismissed with costs.

℘ CUR.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Moodue That Maneram now being and Residing in Madrass is indebted to your Orator the sum of Forty seven Pagodas on three several notes under his hand as by the Translates thereof Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that he hath frequently applyed to the said maneram for Payment of the money Due on the said notes but hath hitherto only Received the sum of [*lacuna*] in Part satisfaction for the same To the end therefore that the said Maneram may upon his Corporal Oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the Principal and Interest Remaining Due on the said several notes and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

WM. TERMIN.
Attorney for the Complainant.

The answer of Maneram Mariner Defendant to the Bill of Complaint of Moodue Mariner Complainant.

This Defendant saving and Reserving to himself all benefit of Exception to the Errors and imperfections in the said Bill contained for answer thereunto saith that he admits he signed and Executed three several Bonds to the Complainant One Dated in the month of March 1725 one other in the month of March 1728 and the third in the month of March 1729. This Defendant saith that in the month of July 1729 as near as this Defendant can Remember having some Disputes with the Complainant the same was Referred to Arbitration and all accompts Bills Bonds and other matters then Remaining between the Complainant and this Defendant were Produced and adjudicated and an award made thereon with which the Complainant was satisfyed and Declared he had no farther Demands on this Defendant This Defendant saith That as to the Bond Dated in March 1729 the same was Passed in accompt with the Complainant at Vizagapatam before Sands Davis Esqr. the Chief there This Defendant further answering saith that having great confidence in the Complainant he neglected to take up the aforesaid Bonds immediately and afterwards quite forgot through which omission they now Remain in the Complainants Possession but the Compltt. well konws and so this Defendant Doubts not to Prove that the same are Discharged and ought to be cancelled Wherefore this Defendant Prays the said Bonds may be accordingly cancelled before this Honble. Court and him this Defendant to be hence Dismissed with his Reasonable costs in this suit most unjustly sustained.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 28th. day of July Anno Domini 1732 Between Moodue Syrang Complt. and Maneram Defendant.

Upon Reading the Plantiffs Petition and also Translate of three several Bonds under the hands of the Defendant and the Defendant appearing and admitting the Execution of the said Bonds but informing the Court that the same had been brought to accompt sometime Past when all matters in Dispute between the Plantiff and Defendant were Referred to Arbitration and that the said Bonds were then orderd to be Delivered up and Cancelled which order the Plantiff had omitted to comply with and the Defendant further alledging that being an Immediate servant of the King of Arrakan could not take his oath and therefore submitting to satisfy the Plantiffs Demand in case he would make oath at the Moors Mosque that the same hath not been already Discharged by him the Defendant This Court Doth think fitt to order and Decree and Doth accordingly order and Decree That the Plantiff Do make oath on or before Fryday next at the Moors Mosque that he hath not Received any satisfaction for the said Three Bonds from the Defendant and in case of Refusal that the Plantiffs Bill Do stand Dismissed with costs and the Bonds Delivered up and cancelled.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 8th. day of August Anno Domini 1732 Between Moodue of Fort St. George Mariner Complainant and Maneram of the Said Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of three several Bonds under the hand of the Defendant D also an order made in this cause the 28th. day of July Last whereby it was ordered that the Plantiff should make oath to the Truth of his Demand at the Moors Mosque and the Plantiff having since comply'd therewith This court Doth think fitt to order and Decree and Doth accordingly order and Decree That the Defendant Do pay unto the Plantiff the sum of Forty Pagodas being the Ballance Remaing. Due to him on the aforesaid Bonds together with his costs of suit.

℘ Cur.

MAY 12TH. 1732.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orators Narrain Chitty and Tellesinga Chitty of Fort St. George Merchants Heirs of Subramoney Chitty Deceased That Francisco D La Fontain Late of Madrass Merchant being Bound on a voyage from this Place to Maccow applyed himself to the sd. Subramoney Chitty Requesting that he would advance and Lend him the said Francisco D La fountaine the sum of Four hundred Pagodas at Respondentia whereto the said Subramoney Chitty consented upon condition that Susanna D La Fontaine mother of the said Francisco D La fontaine would Become security for the Repayment thereof which being agreed to by me said Susanna D La fontaine he the said Subramoney Chitty Did advance and Pay to the said Francisco D La fontaine the sum of four hundred Pagodas current of Madrass for securing the Repayment whereof the said Francisco D La fontaine and Susanna D La Fountaine Did make sign and Execute to the said Subramoney Chitty one note Bearing Date the 15th. day of June wch. was in the year 1728 thereby Promising to Repay the said sum of Four hundred Pagodas with the Respondentia of Eighteen ℘ ct. thereon at or before the Expiration of Twenty one Days after the safe arrival of the ship Nostra Senhora da Conceipcao in this Road of Madrass as by Translate of the said note Ready to be Produced as this Honble. Court shall Direct

will appear and your Orators shew that the said ship arrived safe in this Port whereby the said Principal and Respondentia on the said note Became Due and Payable and your Orators shew that the said Francisco D La fontaine Did not Return to this Port But Remained at Maccow whereupon your Orators applyed to the said Susanna D La fontaine for Discharge of the Principal and Respondentia Due on the said note But now so it is may it Please this Honble. Court that the said Susanna D La fontaine Refuses to satisfy her said Engagement so entred into to the said Subromony Chitty as afores^d^. To the end therefore that the said Susanna D La fontaine may upon her Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orators the Principal Respondentia and Interest Due on the said note and that your Orators may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

W^M^. TERMIN.
Attorney for the Compl^tt^.

By this and by my sign Declare I Francisco D La fontena to have Received from the hands of Suncaramania Chitty Four hundred Pagodas current money of this Place at Respondentia for Macao at the Rate of Eighteen ℘ cent with the Risque of going from this Place and Back again to this Place on the ship Nostra Senhora da Conceipcao of which I am Master and Twenty one Days after my safe arrival to this Place I oblige myself to the satisfaction of the Principal and Respondentia Due thereon which makes the full sum of Four hundred seventy Two Pag^s^. without any Difficulty for which Payment I Bind myself Goods that I now am in Possession and what I may hereafter have till the Real Payment as far as the Right Permits & to the Truth of it have sett my hand before the witness that are Present Madrass June 15th. 1728.

Witness Antonio Legu FRANCISCO D LA FONTENA (LS).
Sign of SUSANNA DAS NEVES (LS)

Witness
Manoel Da Rocha.

The Answer of Susanna D La fontena of Fort S^t^. George widow to the Bill of Compl^t^. of Narrain and Tellesinga of the said Place.

This Defendant now and at all times hereafter saving and Reserving to herself all Benefit of Exception to the Errors and insufficiencys in the Complainants Bill contained for answer thereto or unto so much thereof as this Defendant is advised materially concerns her to make answer unto she this Defendant answereth and sayeth That she admits that one Subramony Chittee in the Bill named might advance and Lend such sum and upon such Terms and such ship as is therein also sett forth unto Francisco D La fontena But this Defendant Denys that she ever Promised or consented to Become Bound for the Repayment of any such sum or sums so taken up as aforesaid as is falsely charged in the said Bill of complaint But this Defendant sayeth that at the Request of the said Francisco D La Fontena she this Defendant did sett her mark or hand to the Bond mentioned in the said Bill of Compl^t^. as a witness to the Execution thereof by the said Francisco D La Fontaine But with no other Intent or meaning nor upon any other account then abovesaid as this Defendant solemly averrs and therefore this Defendant hopes that if she has misplaced her said mark or hath omitted any other form usual therein through her sexes weakness or Ignorance it will not be held that she is thereby Become Bound for the Payment of said Debt all which matters and things this Defendant humbly Leaves to the Judgment of this Honble. Court and Prays to be hence Dismissed with her Reasonable costs in this suit most unjustly sustained.

H. RUMBOLD
Att^y^.

MAYORS COURT AT MADRASSPATNAM.

Fryday the 8th. day of August Anno Domini 1732 Between Narrain Chittee And Tellesinga Chittee heirs of Subramony Chittee Complainants and Susanna D La Fountaine of Fort St. George widow Deft.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill and answer and also Translate of a note Dated the 15th. Day of June 1728 and upon Examination had of the matters in this cause and Due consideration thereon. This Court doth think fitt to order and Decree and Doth accordingly order and Decree that the Complainants Bill do stand Dismissed out of this Court with costs.

℘ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orators Moodue Syrang with the Tandel and 5 Lascars of the ship Buddasor That Maneram commander thereof is indebted to your Orators in the sum of 23 Pagodas being for 2 months and fifteen Days Pay Due to your Orators for service on Board said ship which sum they have often Demanded Payment of from the said Maneram But hitherto without Effect therefore Prays a General Releif touching the Premises.

THE ANSWER of Maneram of Fort St. George Mariner Defendant to the Bill of Complainant of Moodue in Behalf of himself with the Tindel and 5 Lascars belonging to the ship Buddesaid Complainant.

This Defendant sayeth that sometime in the month of Augst. which was in the year 1729 This Defendant sailed out of this Place in the ship Buddesaid belonging to the King of Arracan and of which ship this Defendant was Noquedah or Commander at which time the Complainants were on Board the said ship being entred and entertained by this Defendant in the several Qualitys of Syrang Tendall and Lascars to serve on Board the said ship in the said several stations During the Term of the then Intended voyage from this Port of Madrass to the Port of Arrakan and back again to this Port of Madrass and for such certain Rates sallary or wages to each and every of them ℘ mensem as was at that time agreed upon Between this Defendant and the Complainants This Defendant saith that he Proceeded on the said voyage and arrived safe at Arracan where he Paid the said Syrang Tendall and Lascars their several wages for their service to that Place as agreed upon and after some stay made there This Defendant Departed with the said ship from thence and arrived at Vizagapatam in or about the month of June 1731 where this Defendant again Paid to each of the Complainants there several wages for their service on Board the said ship from Arracan to Vizagapatam This Defendt. saith that at Vizagapatam he had some Disputes concerning accompts and other matters with the Complainant Moodue the syrang but the same was adjudicated by Sands Davis Esqr. Cheif there and at Last amicably composed and settled by him This Defendant saith that sometime in the month of March Last this Defendant sailed in the said ship from Vizagapatam upon her Intended Return to Madrass at which time the Complainants were on Board and all and every of them in the service of the said ship and this Defendant This Defendant saith that meeting with violent and contrary winds he this Defendant was sometime in the month of April Last forced into a Place on the Cormandel coast called Ramanapatam about Fifteen Leagues to the southward of Vizagapatam This Defendant saith that considering he might Lay here with the ship some considerable time before he met with a slatch of wind to carry him to Madrass and having some accounts and other affairs of great moment to adjust

with Mr. Davis which were Left unfinished upon his Departure from Vizagapatam he was unwilling to Let slip this favourable Opportunity of making an end thereof This Defendant thereupon called Moodue the Syrang (and one of the Complainants in whom he had great Trust and confidence and imparted to him his this Defendants Design of Returning to Vizagapatam and his further Resolution of Leaving the said ship under the care custody and charge of him the said Moodue whom this Defendant Preferred to the said charge Rather than the Pilot of the said ship because the one was a Mussulman and the other a christian and in his this Defendants opinion not so well Qualifyed for such a Command as the Compltt. Moodue This Defendant saith that agreeable to such Resolution he this Defendant acquainted the People on Board with his Intention of Returning by Land to Vizagapatam and that he this Defendant would Leave the Complainant Moodue to take care of the ship and them in his absence and Required their obedience to him accordingly which was Promised unanimously by the People. This Defendant then gave all necessary Instructions and orders to the Complainant Moodue Particularly Directing him with the first slatch of wind to make the best of his way to Madrass and not to Let the ship or People want for any thing During his this Defendants absence all which matters & things being Done and settled this Defendant Left the said ship and Returned to Vizagapatam in great Confidence that the said Complainant Moodue would Execute his Trust with Diligence and Fidelity which he the said Complainant Moodue had Promised to Do with the most solemn asseverations This Defendant saith that he the said Compltt. Moodue sometime after this Defendants absence from the said ship weighed anchor and Brought the ship to a certain Place called Doovarasspatam near the Armagon where being in great Distress for water he the said Complainant Moodue together with the Tendall and all and every the Complltts. in the Bill mentioned took the said ships Boat and Put five mortevan Jarrs therein and went on shore Pretending to Go and fetch water Leaving the ship under Care of six Lascars only But never Returned again shamefully Deserting the said ship and the service of this Defendant Inhumanely Leaving their six companions on Board in the utmost want and Distress without any hopes of Releif there being no other Boat on Board and unlawfully carrying with them the said ships Long boat value sixty Pagodas and five Mortevan Jarrs value Eight Pagodas or thereabouts the Goods and Property of the owners of the said ship all which actings and Doings of all and every of the said Complainants are intirely Inconsistent with and Repugnant to Law Equity Justice Honour or even common honesty and have greatly Detrimented this Defendant and his employers in his and their Estates and otherways this Defendant says that the six Lascars on Board the said ship finding their companions Did not come off again as they had promis'd to Do with a supply of water hoisted a signal for them which they continued some Days But seeing no Prospect of Releif they weighed and through the Great Providence of the Almighty came to Pullicat although with much Difficulty and in the most Extream necessity at this Place they were obliged to Fasten Two Plank together and two of the six Lascars Left in the ship as aforesaid adventured to go on shore thereon in order to Procure Releif for themselves and the Rest But being very weak for want of water one of them was Thrown off in the surf and Drowned the other got safe on shore and gave an account of the unhappy circumstances his Companions were in on Board the said ship to the Chief of Pullicat who supplyed them all which matters and things this Defendt. (who was sometime before arrived in Madrass) being well and Truely informed of he this Defendant was obliged to hire several People to go Down to Pullicat to take care of the said ship and to Bring her up hither which was Done with much Trouble and great charge This Defendant saith that in Regard to the meaness and Poverty of the several Complainants and at the Instance and Request of their Friends he hath omitted Prosecuting them for all their unfair and unjustifyable actions before sett forth But is much surprised to find they have the courage to sue him for their wages which he admits he hath not Paid But he conceives himself entirely Blameless therein and not accuntable to the Complainants for the same Upon the whole as this Defendant can and will averr maintain and Prove all and each of the several allegations and charges in this

answer contained to be True and certain as the same are Expressed he Doubts not of the just and Equitable adjudication of this Honble. Court therein and Prays that he may be hence Dismissed with such Reasonable satisfaction for the great Damages he hath sustained as the nature of the case will admit and that the Complainants Bill may be Dismissed with Exemplary costs.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the Eighth day of August Anno Domini 1732 Between Moodue of Fort St. George Syrang and others Complainants and Maneram Noquedah of the ship Buddusaid Defendant.

Upon Reading the Plantiffs Petition and the Defendant appearing and informing the Court that the Complainants had forfeited the Wages by them Pretended to be Due by Running away from the said ship before she had Performed her voyage and the Truth thereof being attested by several persons on oath This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Complainants Bill Do stand Dismissed with costs.

℔ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

AUGUST 8TH. 1732 Humbly complaining sheweth unto this Honble. Court your Orator Lewis D Madeiros of Fort St. George Merchant that in or about the month of September which was in the year of our Lord 1727 your Orators wife Did Deliver into the hands of Ann Farmer since Deceased then wife of Richard Farmer one Gold Repeating watch of the value of one hundred and forty Pagodas Requesting of her said Ann Farmer to Transmit the same to England and Procure the same to be mended which Trust the said Ann Farmer accepted and Did accordingly Receive the said watch from your Orators wife and your Orator shews that the said Ann Farmer Did Deliver the said watch to Capt. William Macket and Did take from him a note under his hand acknowledging the Receipt of the said Watch and Promising to Forward the same to this Port and by endorsement on the said note the said Ann Farmer Declared that the said watch was the sole Property of your Orators said wife as by the said Receipt and endorsemt. will appear and your Orator shews that the said Captain William Mackett in order to comply with the Terms of the said Receipt Did Deliver the said watch to the said Richard Farmer Requesting him to Forward the same to your Orator But now so it is may it Please this Honble. Court that the said Richard Farmer keeps and Detains the said watch pretending the same was the sole Property of the said Ann Farmer and of Right Belongs to him and your Orator shews that he hath frequently applyed by himself as also by Mr. Nathaniel Turner attorney of the said Richard Farmer applyed to him the said Richard Farmer for the Delivery of the said watch or that a satisfaction might be made to your Orator for the Detention thereof neither of which Proposals of your Orator are accepted by the said Richard Farmer and your Orator shews that the said Nathaniel Turner having sundry effects of the said Richard Farmer in his Possession your Orator hath Demanded satisfaction from him for the aforesaid Loss But hitherto without Effect To the end therefore that the said Nathaniel Turner may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the sum of one hundred and forty Pagodas being the value of the said watch on your Orators giving security to Repay the said sum on Receipt of the said watch in case the same should hereafter be sent out by the said Richard Farmer and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

WM. TERMIN.
Attorney for the Complainant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 15th. day of August Anno Domini 1732 Between Lewis D Madeiros of Fort St. George Merchant Complainant and Nathl. Turner of the same Place Merchant Defendt.

Upon Reading the plantiffs Petition and the Defendant appearing in Court and submitting to the Prayer thereof This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that The Defendant Do pay to the Plantiff the sum of one hundred and forty Pagodas and that the Plantiff Do give security to the Defendant to Repay the said sum in case the watch in Question be Delivered to him the Plantiff in or before the month of August which shall be in the year of our Lord 1734.

℘ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

JULY 25TH. 1732

Humbly complaining sheweth unto this Honble. Court your Orator Coja Sature of Fort St. George that your Orators Late father Coja Saffras Deceased Did deliver and Pay into the hands of the Reverend Father Spirit the sum of Three hundred Pagodas Directing him to Deposite the same in the hands of Coja Sarquees now being and Residing in Madrass to be by him employed for the Interest and advantage of your Orator until he should attain his full age and your Orator further shews that the said Reverend Father Spirit in order to comply with the Desire and Intention of your Orators said Father Did Remit the said sum of Three hundred Pagodas to the Reverend Father Thomas Residing here Requesting him to Pay the said sum to the said Coja Sarquees to be by him employed for the purpose aforesaid and your Orator shews that the said Reverend Father Thomas on Receipt of the said sum Did Pursuant to the Request of the said Reverend Father Spirit Pay the same to the said Coja Sarquees whereupon the said Coja Sarquees Did give to the said Reverend Father Thomas one note in the Persian Language thereby acknowledging the Receipt of the said sum of Three hundred Pagodas and Promising to employ the same for the use and Benefit of your Orator until he should attain his full age when the said Coja Sarquees would be accountable to your Orator for the same and your Orator shews that the said Reverend Father Thomas not understanding the Language in which the said note was wrote Did carry the same to Coja Petrus Uskan of this Place merchant Requesting him to Peruse the same who on Perusal thereof assured the said Reverend Father Thomas that the said note was to the Effect or Purpose before sett forth upon which the said Reverend Father Thomas Did Transmit the said note to the said Reverend Father Spirit and your Orator well hoped that the said Coja Sarquees would Pursuant to the Tenour thereof have Rendered to your Orator a Just and true account of the said sum of Three hundred Pagodas and the Profits and advantages arising therefrom But now so it is may it Please this Honble. Court that the said Coja Sarquees Intending to Defraud your Orator of his Just Right and Patrimony and in order to skreen himself from accounting your Orator for the said sum of Three hundred Pagodas and the Profits thereof the said note being Lost by the said Reverend Father Spirit he the said Coja Sarquees Pretends that he Received the said sum of Three hundred Pagodas on account of Coja Symone now Residing in Pegue who hath proved Insolvent and not on his said Coja Sarquees own accompt and that the note by him given to the said Reverend Father Thomas for the said sum was in the name of the said Coja Symone and not of him the said Coja Sarquees although the said Coja Sarquees well knows and so your Orator Doubts not to Prove that the name of the said Coja Symone was not mentioned in the said note To the end therefore that the said Coja Sarquees may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and Particularly sett forth whether he Did not Receive the

said sum of Three hundred Pagodas from the said Reverend Father Thomas on your Orators account and whether such note was not then by him given for the same as beforementioned or what was the Purport of such note and that the said Coja Sarquees may be Decreed to Pay the said sum of Three hundred Pagodas and the Profits accruing thereon to your Orator your Orator being Ready and willing to give security against the said note in case the same should hereafter be found and that your orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

W^M. TERMIN.
Attorney for the Compl^{tt}.

THE ANSWER of Coja Sarquees D Agavalee of Fort S^t. George Merchant Defendant to the Bill of Complaint of Coja Sature of the same Place Merchant Complainant.

This Defendant saving to himself all and all manner of Benefit and advantage of Exception to the many Errors Incertaintys and insufficiencys in the Complainants said Bill of complaint contained For answer thereunto or unto so much thereof as this Defendant is advised materially Concerneth him to make answer unto he answereth and saith that he admits that the Complainants Late Father Coja Saffras might have an Intention to Provide for the Complainant & to that end might and as this Defendant Beleives Did pay into the hands of the Reverend Father Spirit in the Bill of complaint mentioned the sum of Three hundred Pagodas But this Defendant Doth not Beleive the said Coja Saffras Directed the money to be Put into the hands of this Defend^t. to be by this Defendant employed for the use and Benefit of the Complainant The said Coja Saffras Father Spirit and this Defendant being entire strangers to each other and therefore it is wholly Inconsistent to Beleive that either Coja Saffras or Father Spirit would Remit such a sum into the hands of a Person wholly unknown to them or either of them and especially where the Distance of Places each Person Resided at made the correspondence and certainty thereof more Difficult or is it consistent to think that either Coja Saffras or Father Spirit could be weak enough to Imagine this Defendant who as is beforesaid was wholly unacquainted with either of them would accept so Troublesome a commission (where Let the correspondent or Trustee Do the best in his Power yet it very often happens that he is scarce thanked for it) on the very first overture and without any Previous obligation so to Do as is Erroneously charged in the said Bill of complaint This Defendant saith That the said Coja Saffras having such an Intent in favour of the Compl^{tt}. as before recited as this Defendant hath heard and been informed of and further that the said Saffras Did thereupon Design to Deposit a certain sum of money for that Purpose in the hands of one Coja Symone of this Merchant and now Resident in the Kingdom of Pegue sometime after hearing of the Departure of the said Symone from this Place to Pegu the said Saffras Did thereupon Pay the sum of Three hundred Pagodas to the Reverend Father Spirit aforesaid Directing him to take a convenient method of Transmitting the same to the attorney or attorneys of the said Symone in order to be sent him to Pegu which Direction the said Father Spirit complyed with by Remitting the aforesaid sum to the Reverend Father Thomas of this Place with the necessary advices. This Defendant saith that the said Reverend Father Thomas applyed to this Defendant hereupon Requesting him to take the said money which this Defendant for sometime Declined having Received no Directions from his constituent concerning the same but after some pause this Defendant sayeth that he submitted to Receive the same as attorney to the said Symone and accordingly Did Receive the same amounting to three hundred Pagodas for which this Defendant gave a Receipt to the said Reverend Father Thomas in the name of his constituent Coja Symone aforesaid and mentioned the same in the Body of the said Receipt to be Received for his use behoof and accompt and no otherways as this Defendant upon his oath averrs of all which matters this Defendant advised his constituent by the first conveyance and this Defendant having a Legal Power and authority Derived to him from the said Coja Symone for to Receive and take up moneys on the said Symones

accompt and for his use and in his name to sign and Execute Bonds notes Receipts or any other necessary obligations on such accot. he therefore humbly insists he is not answerable for all or any of the charges in the Complainants said Bill of Compltt. contained and therefore Prays to be hence Dismissed with his Reasonable costs and charges in this suit most unjustly sustained.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 15th. day of August Anno Domini 1732 Between Coja Sature of Fort St. George Merchant Complainant and Coja Sarquees of the same Place Merchant Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill and answer Read and what was alledged on either side and Due consideration thereon This Court doth think fitt to order and Decree and Doth accordingly order and Decree that the Compltts. Bill Do stand Dismissed with costs.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

AUGST. 15TH. 1732.

Humbly complaining sheweth unto this Honble. Court your Orator David Murray of Fort St. George Gentleman That sometime in the month of February which was in the year of our Lord one thousand seven hundred and Twenty nine Catharine Seagood late of the same Place widow being then necessitated for a sum of money did apply herself unto your Orator who having a Friendship for the said Mrs. Seagood Did at the special Instance and Request advance and Lend unto her the said Catharine Seagood the sum of Two hundred Pagodas current money of Madrass and for the Better securing the Repayment thereof with the usual Interest at the Rate of eight ℘ cent ℘ annum she the said Catharine Seagood Did sign and Execute one Promissory note for the aforesaid sum of Two hundred Pagodas under Date the 16th. day of February 1729/30 thereby obliging herself to Repay the Like sum with such Interest at the aforesaid Rate as might become Due thereon unto your Orator upon Demand as by the said note Relation being thereunto had will more fully appear your Orator shews that sometime in the Month of March in the year of our Lord one thousand seven hundred and Thirty the said Catharine Seagood Departed this Life and Left her only Daughter Lucinda Seagood now Lucinda Johnson sometime an Inhabitant of this Place sole heiress of all and every the goods moneys chattles and Effects whatsoever which the said Catharine Seagood Dyed possessed of who in consequence thereof took Possession of all every singular the Goods moneys chattles credits and Effects of her said Deceased Mother your Orator shews that sometime after the Death of the said Mrs. Seagood the Elder your Orator Did Demand Payment of the note aforesaid from the abovesaid Lucinda Johnson her Daughter who Promised to Discharge the same your Orator shews that having often sollicited the said Lucinda Johnson to Discharge the said note and finding Little other satisfaction than fair Promises your Orator did thereupon Expressly Demand some further security for the same upon which the said Lucinda Johnson Did Deposite in your Orators hands a note under the hand of James Nevil Merchant now Residing in this Place and Dated the 15th. day of Sept. 1730 acknowledging the Receipt of Pagodas 200 from her the said Lucinda Johnson, (when Lucinda Seagood) as an adventure with him on the ship Deane and obliging himself thereby to be accountable for the same which note was put into your Orators hands as a Pawn or mortgage for the Better securing the Payment of the sum of Two hundred Pagodas beforementioned with the Interest thereon to your Orator and Done with the free consent and approbation of the said Lucinda Johnson to that end But your Orator shews that sending

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the said note some few Days after to be endorsed in Due form she the said Lucinda Johnson Refused to make such endorsement saying it was the advice of her attorney so to Do your Orator shews that sometime in the month of June 1731 the said Lucinda Johnson did Pay unto your Orator the sum of one hundred Pag^s^. in Part of the amount of the aforesaid note as by an endorsem^t^. on the Back thereof will more evidently appear and your Orator shews that sometime in the month of July in the 1731 aforesaid the said Lucinda Johnson Left this Place and as your Orator has been well informed Did by one Deed or writing commonly called a Letter of attorney ordain and appoint William Jermin now Residing in this Place her Attorney or substitute here with full Power and authority Generally to manage Transact and Finish all Businesses wherein she the said Lucinda Johnson was any ways concerned and with Particular Directions to Discharge your Orators Demand with the first moneys which should come into his hands and your Orator shews that in consequence of such Directions so given unto her attorney as aforesaid your Orator hath frequently applyed to the said William Jermin Requiring him to Discharge your Orators Debt But the said William Jermin absolutely Refuses so to Do notwithstanding the said Directions and that he well knows the Justness of your Orators said Demand and your Orator shews that on or about the [*lacuna*] instant the ship Deane beforementioned arrived safe in the Road of Madrass whereby the Returns of the adventure of Two hundred Pagodas in the hands of Mr. Nevill as Before Recited became Due whereupon your Orator Did Demand of him Payment of the same agreeable to the tenour of the said note but the said James Nevill Refused to come to any accompt with your Orator for the same and your Orator shews that they the said William Jermin and James Nevil have combinated and conspired together to Defeat your Orator of his Just Right to the Premises all which actings and Doings of them the said William Jermin and James Nevill are contrary to Equity and good conscience and tend to the Manifest wrong Injury and oppression of your Orator your Orator also shews that the said James Nevil being shortly to Depart from this Place to Bengal hopes thereby a further opportunity to avoid coming to an accompt with your Orator for the Produce of the note aforesaid To the end therefore that they the said William Jermin and James Nevill and each of them may upon their Respective Corporal Oaths true Direct and perfect answer make to all every and singular such matters and things as are herein before stated and sett forth so farr as the same concerns them or either of them either jovntly or separately and that the same may be Done in as full and ample manner as if all such things were here again severally Repeated and Interrogated and that they or one of them may be Decreed to Pay your Orator the full amount of his Demand upon the note aforesaid with all such Interest as shall appear to be Due thereon out of the adventure aforesaid's Produce which being complyed with your Orator is Ready and willing to Deliver up Mr. Nevills Receipt and that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity.

SURAT IN CUR
AUG^ST^. 22^D^.

THE ANSWER of William Jermin one of the Defendants to the Bill of Compl^t^. of David Murray Complainant.

This Defendant saving and Reserving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the Errors untruths and Imperfections in the said Bill contained for answer thereto or unto so much thereof as this Defendant is advised Doth materially concern him this Defendant to make answer unto he answereth and saith he Doth beleive it to be true that at or about the time in the Bill mentioned Catharine Seagood since Deceased did Borrow and Receive of and from the Complainant the sum of Two hundred Pagodas and that such note was Executed by the said Catharine Seagood for securing the Repayment thereof as in the Bill is sett forth and this Defendant Doth Beleive that at or about the time in the Bill mentioned the said Catharine Seagood Departed this Life Leaving Lucinda Seagood now Lucinda Johnson her

sole heir who Possessed herself of all and every the Goods moneys chattles credits and Effects of her said Deceased mother so farr as the same came to her knowledge But this Defendant saith that he Doth verily Beleive the Estate and Effects of the said Catharine Seagood so taken by the said Lucinda Johnson were not sufficient to Pay the Debts owing by the said Catharine Seagood at the time of her Decease and this Defendant saith that on or about the Twenty sixth Day of June 1731 the said Lucinda Johson Did pay to the Complainant the sum of one hundred Pagodas in Part of the money Due on the said note as appears by an endorsement thereon and this Defendant saith that sometime after the Complainant had Receiv-ed the afores[d]. sum the said Lucinda Johnson Did Deliver to the Compl[tt]. a note under the hand of James Nevil the other Defendant in the Bill But on what Terms or conditions such Delivery was made this Defendant knoweth not or can sett forth and this Defendant saith that on the said notes being sent to the said Lucinda Johnson to be endorsed he this Defendant beleives he might advise the said Lucinda Johnson not to subscribe her name thereto because the said note was the sole Property of her the said Lucinda Johnson and no ways Liable to the Payment of her said Mother's Debts neither would such Endorsement have been of any force or validity the said Lucinda Johnson being then under cover and this Defen-dant admits that the said Lucinda Johnson Did Leave this Place at or about the time in the Bill mentioned and some time before such Departure William Johnson and the said Lucinda Johnson his wife Did by writing under their hands and seals Bearing Date the 26th. Day of June 1731 constitute and appoint this Defendant to collect and Receive all and every the Estate and Effects of her the said Lucinda Johnson as well as of her said mother and to make an equal Dividend thereof among their several creditors she the said Lucinda Johnson being willing that her own Private Estate should be employed in aid of the Deficiency of her said mothers effects and this Defendant saith that he Did collect in about the sum of Twelve hun-dred Pagodas and Did make a Dividend thereof among the several creditors of the said Lucinda Johnson and Catharine Seagood in Proportion to their Respective claims and Did offer the Complainant his Proportion thereof But such offer was Rejected by the Complainant and this Defendant Denys that such orders and Directions were given by the said Lucinda Johnson touching the Payment of the Complainants said Debt as by the Bill is Pretended and this Defendant admits he hath and still Doth Refuse to Pay the Compl[tt]. otherwise than in Proportion with the several other Creditors and humbly submits to the Judgment of this Hon[ble]. Court whether the Complainant hath any Right to Retain the said notes and Prays that the same may be Delivered up to him this Defendant and that the Complainant may be compelled to accept satisfaction for his said Debt in such manner as the other Creditors of the said Lucinda Johnson and Catharine Seagood have Done and to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

W[M]. TERMIN.

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22[D]. AUG[ST]. 1732.

THE SEVERAL ANSWER of James Nevill one of the Defendants to the Bill of Complaint of David Murray Complainant.

This Defendant saving and Reserving to himself now and at all times here-after all and all manner of Benefit and advantage of Exception to the Errors and imperfections in the said Bill contained for answer thereto or unto so much thereof as this Def[t]. is advised Doth materially concern him this Defendant to make answer unto he answereth and saith He Doth admit that in the month of September 1730 this Defendant Did Receive from Lucinda Johnson then Lucinda Seagood the sum of Two hundred Pagodas and that such note was executed by him to secure the Repayment thereof as by the Bill is sent forth and this Defendant Doth admit that by the arrival of the ship Deane in this Road of Madrass the said sum of Two hundred Pagodas with the advance of Twenty five ℔ cent is Become Due and Payable according to the Tenour of the said note and that the Payment thereof

hath been Demanded by the Complainant from this Defendant which Demand of the Complainant this Defendant hath Refused to comply with as he insists he might Lawfully Do the said note not being endorsed by the said Lucinda Johnson to the Complainant and the attorney of the said Lucinda Johnson Refusing to endorse the same or give this Defendant a Proper Discharge unless the money was Paid into the hands of him the said Lucinda Johnsons att^{y}. whereto the Complainant would not consent But this Def^{t}. saith he is and always was Ready and willing to Pay the said sum of Two hundred Pagodas with the advance of Twenty five ℘ cent thereon either to the Complainant or to William Jermin the other Defendant in the Bill named the acting attorney of the said Lucinda Johnson on his this Defendants Receiving a Legal Discharge on the Payment thereof and Prays to be hence Dismissed with his Reasonable costs in this Behalf most wrongfully sustained.

W^{M}. TERMIN.
Attorney for the Defendant.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 22^{d}. day of August Anno Domini 1732 Between David Murray Complainant and James Nevill and William Jermin attorney of William Johnson and Lucinda his wife which said Lucinda Johson was Daughter and heir of Catharine Seagood Deceased, Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill and answers and also a Promissory note given by Catharine Seagood to the Plantiff Dated the 16th. day of Febr^{ry}. 1729/30 and also one other Promissory note Dated the 11th. day of September 1730 given by the Defendant Nevill to the said Lucinda Johnson (then Lucinda Seagood) and also an order of this Court Dated the 16th. of December 1729 made in a certain cause wherein Pegue Nella Chittee was Complainant and Pegu Vencatashia Defendant on a motion of the Plantiffs attorney Praying that the money arising by sale of the Defendants house which had been taken in Execution at the suit of Poncala Ramnapa and sold Pursuant thereto might be Paid to his client the original Bill of sale having been Deposited with him as a security for a sum of money which being opposed by the attorney of the said Poncala Ramnapah. The Court Declared their opinion to be that the Bill of sale not being mentioned in Pegue Nella Chittees Bond to have been Deposited as a security for the money Lent was not a Regular conveyance of the Premises to him and ought not to take Place and therefore ordered the Produce to the said Poncala Ramnapa Read and what was alledged on either side and Due consideration and it appearing to this Court that the Defendant Nevills note alledged by the Plantiff to have been Deposited as a security for the Payment of his Debt was the sole Property of the said Lucinda Johnson and that such Deposite was made by the said Lucinda Johnson after her Inter marriage with the said William Johnson when the Right to the said note was actually vested in him by such Inter marriage and the said note not being endorsed to the Plantiff by the said William Johnson as the same ought to have given the Plt. a Just Title thereto This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Plantiff Do forthwith deliver the Defendant Nevills note to the Defendant Jermin and that on Receipt thereof the Def^{t}. Jermin Do sign and execute a Proper Discharge to the Defend^{t}. Nevill for the same and it is further ordered that the Plantiff Do accept from the Defendant Jermin a Dividend of the said Catharine Seagoods Estate in Proportion with the several other creditors and that the Plantiff Do pay the costs of this suit.

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COURT OF APPEALS IN MADRASSPATNAM. NOVR. 22 1733.

DAVID MURRAY of Fort St. George Merchant Appellant and William Jermin and James Nevill of the said Place Respondents.

This cause coming this 18th. day of June 1733 to be heard and Debated in the Presence of the attorneys on both sides after Reading and Duely considering the Purport of the Bill and answer and the Papers exhibited in the Honble. the Mayors Court and the Decree of the said Court This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Decree of the said Honble. the Mayors Court in this cause Do stand confirmed and that the appellant Do pay the costs in both Courts.

GEORGE TORRIANO.
Cl. Ct. appls.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

AUGST. 15TH. 1732.

Humbly complaining sheweth unto this Honble. Court your Orator Vishonidah Budriah of Fort St. George Merchant That Nimacourt Ramaniah of Fort St. George Merchant Did Borrow and Receive of and from your Orator the sum of one hundred and Twenty five Pagodas current of Madrass and for securing the Repayment thereof Did make and give to your Orator the note under his hand Bearing Date the 12th. day of April which was in the year 1730 thereby Promising to Repay the said sum with Interest after the Rate of Eight ℘ cent ℘ annum on Demand as by Translate of said note will appear and your Orator shews that he hath frequently applyed to the said Nyma Court Ramaniah for Payment of the Principal and Interest Due on the said note but hath not been able to obtain any satisfaction for the same To the end therefore that the sd. Nyma Court Ramaniah may upon his Corporal oath true and Perfect answer make to all and every the matters aforesd. and be Decreed to Pay your Orator the Principal and Interest Due on the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

WM. TERMIN.
Attorney for the Compltt.

APRIL 12. 1730.

Received of Vishonidah Budriah the sum of one hundred and Twenty five Pagodas which I Promise to Pay with Interest at 8 ℘ cent ℘ annum on Demand. Witness. Nallum Juggo

Nairo Vencatachilum. NYMACOURT RAMANIAH.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 22d. day of August Anno Domini 1732 Between Vishonidah Budriah of Fort St. George Merchant Compltt. and Nyma Court Ramaniah of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a note under the hand of the Defendant Dated the 12th. day of April 1730 and the Defendant appearing in Court and acknowledging the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant do Pay unto the Plantiff the sum of one hundred and Twenty five Pagodas being the Principal money Due on the said note with Interest after the Rate of Eight ℘ cent ℘ annum together with his costs of suit.

℘ Cur.

March 21st. 1731.

To the Honble. the Mayors Court at Madrasspatnam.

Humbly complaining sheweth unto this Honble. Court your Orator Ghengaram of Fort St. George Merchant that Moota Comrapilla now being and Residing in Madrass having Purchased of your Orators Late Father Deceased a considerable Quantity of Broad cloth Did pay unto your Orators said father several sums of money on account of such Purchase and in or about the month of June which was in the year 1724 your Orators said Father and the said Moota Comrapilla Did make up adjust and settle an accompt of the several sums so Paid by him to your Orators said Father on stating whereof there appeared Due to your Orators said Father the sum of sixty three Pagodas and Eighteen fannams for securing the Payment of which sum he the said Moota Comrapilla Did make and give one Cadjan note or writing under his hand thereby Promising to Pay the said sum of sixty three Pagodas Eighteen fannams with Interest on Demand as by Translate of the said note will appear and your Orator shews that he hath frequently applyed to the said Moota Comrapilla Requesting him to Pay off and Discharge the Principal and Interest due on the said note but now so it is the said Moota Comrapilla Refuses to satisfy his said engagements to your Orator To the end therefore that the said Moota Comrapilla may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of sixty three Pagodas and Eighteen fanns. with the Interest due thereon and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

Wm. Termin.
Attorney for the Complt^t^.

June 26th. 1725.

I Do hereby acknowledge my self Indebted to Ghengaram in the sum of Pags. 63. 18. on account Broad cloth purchased of him which sum I Promise to Pay with Interest at Nine ℘ cent within nine months from the Date hereof.

Moota Comrapilla.

Jur in Cur Augst. 8th. 1732.

The Answer of Moota Comrapilla of Fort St. George Merchant Defendt. to the Bill of Complaint of Ghengaram of the same Place Merchant Compltt.

This Defendant saving and Reserving to himself all Benefit and advantage of Exception to the Errors and imperfections in the said Bill contained for answer thereto or unto so much thereof as this Defendant is advised materially concerns him to make answer unto he answers and says That he admits that on or about the time mentioned in the Complainants Bill of Complt. he this Defendant having Purchased a certain Quantity of Broad cloth at nine months Trust of and from the Compltt. late father Ghengaram he this Defendant Did give a note of hand to Pay the amount thereof being sixty three Pagodas and eighteen fannams at the Expiration of the said contract This Defendant saith that shortly after the signing of the above note the Complainants Father Left Madrass and went and Resided at Chichinee Pullee and Left his Eldest son Anantiah to Transact Business for him here This Defendant upon his oath sayeth that before the nine months so stipulated for the Payment of the note aforesaid were expired he this Defendant Did apply to the said Anantiah and tendred to him the amount of the said note Requiring the same to be Delivered up to him this Defendant But Anantiah said that not knowing where the said note was he would send to his Father For information therein and then he would take the money This Defendant sayeth that hereupon he this Defendant Replyed you are to take notice that as I have tendered the money in time I shall Pay no Interest on the said note to which the said Anantiah Replyed it was very well he should Demand none This Defendant says that sometime after this there came an account to Madrass of the Death of the Complainants

said Father Ghengaram when Anantiah took the whole Business upon himself This Defendant saith that he traded with the said Anantia for several years and had many and sundry Dealings with him During all which time no Demand was ever made for the amount of the said note This Defendant saith for the better illustration of the several allegations herein containd this Defendant hath annexed hereto an acco^{t}. curr^{t}. or schedule with the said Anantiah wherein he is Credited for the amount of the said note Due to his Father for Broad cloth as aforesaid and the Ballance thereof Being in the said Anantiahs Favour this Defendant is Ready and willing to Pay although the same hath not as yet been Demanded of him This Defendant saith that sometime after the closing the said account current which was sometime in the month of May 1730 the said Anantiah left this Place and also Left the Complainant to Transact all such Business as he and they were engaged in who hath unjustly Demanded Payment of the said note with seven years Interest (or thereabouts) on the same from this Defendant although the Complainant well knows and so the compl^{t}. Doubts not to Prove that the same hath been Passed in acco^{t}. Between the Complainants said Brother Anantiah and this Defendant and that the said Anantiah was well satisfyed therewith all which actings and Doings of the Complainant being contrary to Equity and good conscience and tending to the manifest wrong Injury and oppression of this Defendant and this Defendant being Ready to maintain and Prove the same with all the matters & things herein sett forth therefore humbly Prays to be hence Dismissed with his Reasonable costs and charges in this suit most unjustly sustained.

The Schedule mentioned in the aforegoing answer.

GHENGARUM.

Dr.

Date	Particulars			
1725 June 12th.	To Custom &ca. paid on the shawls	2	9	—
Septr. 20.	To Do. paid on the Broad cloth	9	24	15
1726. Janry. 15.	To cash paid Rangapah	41	29	45
	To cash paid him	2	18	—
March 7th.	To Do.	100	—	—
July 18th.	To Do.	200	—	—
	To cash paid him	60	—	—
Decemr. 9.	To Do.	280	—	—
12.	To Do.	22	10	—
1727 Augst. 20.	To cash paid Gunga	21	11	50
Novr. 27.	To cash paid him	51	16	—
1728 Septr. 4th.	To cash paid Gunga	26	26	10
1729 Febry. 13.	To earness	—	1	10
March 30	To cash paid sundry charges	3	18	—
	Carried over ...	821	19	50

Cr.

Date	Particulars			
1725 Febry. 8th.	By cash Received	100	—	—
June 30th.	By Broad cloth	63	18	—
Septr. 8th.	By cash Received	10	—	—
28th.	By Goods	41	—	18
1726	By Conicoply custom	—	2	45
Janry. 5th.	By Interest	—	26	60
29th.	By Cash Received	257	23	48
Novr. 9th.	By Cash received	300	—	—
Decr. 12	By Interest on Do.	2	10	—
1729 June 30	By Velvet value of	21	19	22
Septr. 21	By China Roots	28	16	16
	By Conicoplys custom	—	1	60
Novr. 18.	By Adra Verago Chitty	14	21	77
27.	By Cunjee Chittee	7	33	55
July 23.	By Red Lead	26	26	8
	Carried over ...	874	20	9

Date	Particulars				Date	Particulars			
	Brought over ...	821	19	50		Brought over ...	874	20	9
April 5	To cash Paid Gunga ...	50	—	—	Septr. 4.	By China Roots ...	—	7	—
9	To Do. ...	24	7	5	1729 Febry. 13.	By Mugga Douties ...	77	25	16
1730 April 15.	To 2 peices of Dungarees ...	—	21	40	1730 Febry. 11.	By cash Received ...	150	—	—
20	To cash paid Gunga ...	100	—	—	May 4.	By Interest ...	2	29	—
May 4	To Do. ...	52	29	—					
		1049	4	15[*sic*]					
	To Ballance Due to him ...	56	5	10					
	Pagodas ...	1105	9	25		Pagodas ...	1105	9	25

Errors Excepted.
℘ Moota Comrapilla.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 22d. day of August anno Domini 1732 Between Chengaram of Fort St. George Merchant Complainant and Moota Comrapilla of the same Place Merchant Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill and answer Read and also an account current signed by the Defendant and also Translate of a note signed by the Defendant and what was alledged on either side and Due consideration thereon This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the sum of Fifty six Pagodas six fanams and Ten cash and that on Receipt thereof the Plantiff Do Deliver up to the Defendant the said note and that the Plantiff Do Pay the costs of this suit.

℘ Cur

AUGST. 8TH. 1732.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Poovalah Kistnah of Fort St. George Merchant That your Orator did advance and Lend to Chellamy and Frepady now being and Residing in Madrass the sum of Twenty six Pagodas for securing the Repayment whereof the said Chellamy and Trepady Did by a Cadjan writing under their hands Bearing Date the 23d. day of January which was in the year 1730 mortgage and assign to your Orator their house and ground Redeemable on Payment of the said sum of Twenty six Pagodas with Interest on the same after the Rate of eight ℘ cent ℘ annum on Demand as by Translate of the said note will appear and your Orator shews that he hath frequently applyed to the said Chellamy and Trepady for Payment of the Principal and Interest Due on the said note But hitherto without Effect To the end therefore that the said Chellamy and Trepady may upon their Corporal oaths true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of Twenty six Pagodas and the Interest Due thereon and that your Orator may have such further and other Releif in the Premises as may be agreeable to Equity and good conscience.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 22d. day of August Anno Domini 1732 Between Poovalah Kistna of Fort St. George Merchant Complainant and Chellamy and Trepady of the same Place Merchants Defendants.

Upon Reading the Plantiffs Petition and also Translate of a note under the hands of the Defendants Dated the 23d. day of January 1730 and the Defendants appearing in Court and acknowledging the Execution of the said note and the Justness of the Plantiffs Demand this Court Doth think fitt to order and Decree and Doth accordingly order and Decree That the Defendant Do Pay unto the Plantiff the sum of Twenty six Pagodas being the Principal money Due on the said note with Interest after the Rate of eight ℘ cent ℘ annum from the Date thereof together with his costs of suit.

℘ Cur

To the Honble. the Mayors Court at Madrasspatnam. Aug^st^. 22^d^. 1732

Humbly complaining sheweth unto this Honble. Court your Orator Nellamah of Fort S^t^. George Merchant that Jangomiah Goldsmith now being and Residing in Madrass Intending on a voyage to Pegue Did take up and Receive of and from your Orator the sum of Eighty Pagodas to Run at Respondentia on the ship Eliah from this Port to the Port of Syrian in Pegue and back again to this Port and for securing the Repayment of the said sum and the Respondentia to grow Due thereon the said Jangomiah Did sign and Execute to your Orator one Cadjan note Bearing Date the Twenty eighth Day of July which was in the year 1730 thereby Promising to Repay the said sum of Eighty Pagodas with the Respondentia to grow Due thereon according to the tenour of the said note at or upon the safe arrival of the said ship Eliah in this Road of Madrass and it is further agreed that in case the afores^d^. sum to Run at Respondentia should not be then immediately Paid that the Principal and Respondentia should run at Interest at nine ℔ cent ℔ annum until Payment thereof should be made to your Orator by the said Jangomiah as by Translate of the said Bond will appear and your Orator shews that in or about the month of [*lacuna*] last past the said ship Eliah arrived safe in this Road of Madrass whereby the Principal and Respondentia of the said note became Due and Payable to your Orator and your Orator well hoped to have Received the same from the said Jangomiah But now so it is may it Please this Honble. Court that the said Jangomiah though frequently applyed to and sollicited for that Purpose Refuses to satisfy his said engagements to your Orator To the end therefore that the said Jangomiah may upon his Corporal Oath true and perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of Eighty Pagodas with the Respondentia & Interest Due thereon agreeable to the tenour of the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

W^m^. Termin.
Attorney for the Compl^tt^.

In the year 1730 July the 28th.

Jangomiah a Goldsmith Borrowed from Nallamah Respond^a^. for Pegu the sum of Eighty Pagodas at Fifteen ℔ cent for the Little Monsoons and for the great Monsoons Thirty ℔ cent the ships name Elia Bound from this Place to Pegu and from Pegu here either in Little or great Monsoon In Twenty one Days after the abovesaid ship arrives here this said Bond I the abovesaid Jangomia oblige myself to Pay Interest and Principal to whomsoever demand it if I Don't Pay to Run at Land Interest at three Quarters ℔ cent and then to Pay the Principal and Interest upon Demand.

Witness
Oremullumudlre
Cicalor Venkaty Puttee Mudelere
Cudaupaucum Tonepor wrote the Bond

Signed by
Jangomiah.

Mayors Court at Madrasspatnam.

Tuesday the 5th. day of September Anno Domini 1732 Between Nallamah of Fort S^t^. George Merchant Complainant and Jangomiah of the same Place Goldsmith Defendant.

Upon Reading the Plantiffs Petition and also Translate of a note under the hands of the Defendant Dated the 28th. day of July 1730 and the Defendant appearing in Court and acknowledging the Execution of the said note and the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree

and doth accordingly order and Decree That the Defendant Do Pay unto the Plantiff the sum of Eighty Pagodas being the Principal money Due on the said note with Respondentia and Interest thereon agreeable to the Tenour of the said note together with his costs of suit.

℞ Cur.

AUG^ST. 22.^D 1732.

TO THE HON^BLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Metcalf Ninah Chittee of Fort S^t. George Merchant That Nagalah Bompalue and Booche Bompalve now being and Residing in Madrass having occasion for a sum of money applyed themselves to your Orator Requesting the Loan thereof and did take up and Receive of and from your Orator the sum of seventy five Pagodas for securing the Repayment whereof they the said Nagalah Bompalue and Booche Bompalue Did by one Cadjan writing under their hands Bearing Date the eighth Day of November 1731 assign and make over to your Orator several goods in the said note Particularly mentioned Redeemable on Payment of the said sum of seventy five Pagodas with Interest after the rate of nine ℞ cent ℞ annum on Demand as by Translate of said note will appear and your Orator shews that he hath frequently Demanded Payment of the said sum of seventy five Pagodas and Interest Due thereon from the said Nagalah Bompalue and Booche Bompalue But hath not been able to obtain any satisfaction for the same To the end therefore that the said Nagalah Bompalue and Booche Bompalue may upon their Corporal oaths true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the Principal and Interest Due on the said note and that your Orator may have such further & other Releif in the Premises as shall be agreeable to Equity & good conscience.

W^M. TERMIN
Attorney for the Compl^tt.

IN THE YEAR 1731 Novr. 8th.

To Metcalf Ninah Chitty.

Nagalah Bompalue and Booche Bompalue We both agreed to give a Bond to Metcalf Ninah Chitty for some goods which we had mortgaged Lying in a Godown to the norward of Narrans Godown to Westward of Buguramerangannar and the keys of the said Godown are kept in Metcalf Ninah Chittys hands Eight hundred Gunneys Value Forty seven Pagodas seven hundred and eighty Gunny Bags value Twenty Pagodas one Candy and a Quarter of Twine value Twelve Pagodas the Bond being for seventy five Pagodas at three Quarters ℞ cent and we obliged our selves to Pay upon Demand.

Signed by NAGALAH BOMPALUE.
BOOCHE BOMPALUE.

Witness.
Saggalahgruapah.
Ache Chitty
Allangoram wrote the Bond.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 5th. day of September Anno Domini 1732 Between Metcalf Ninah Chittee of Fort S^t. George Merchant Compl^tt. and Nagalah Bompaloo and Booche Bompalue of the same Place Merchants Defendants.

Upon Reading the Plantiffs Petition and also Translate of a note under the hands of the Defendants Dated the 8th. day of November 1731 whereby sundry goods were mortgaged by the Defendants to the Complainant for securing the

Payment of the sum of seventy five Pagodas and the Defendants appearing in Court and acknowledging the Execution of the s^{d}. note and the Justness of the Complainant Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendants Do Pay unto the P^{lt}. the sum of seventy five Pagodas being the Principal money Due on the said note with Interest after the rate of Eight ℘ cent ℘ annum from the Date thereof together with his costs of suit at or before the Expiration of Fourteen Days and in Default thereof that the Mortgaged Premises be sold and the money arising by such sale paid to the Plantiff in and towards satisfaction of his said Debt and costs.

℘ Cur.

To the Hon^{BLE}. the Mayors Court
at Madrasspatnam.

AugST. 22^{D}. 1732.

Humbly complaining sheweth unto this Honble. Court your Orator Permandum of Fort S^{t}. George Merchant That Coyala Vencaty Puttee now being and Residing in Madrass intending on a voyage to Pegu Did take up and Receive of and from your Orator the sum of one hundred and thirty Eight Pagodas to Run at Respondentia on the ship Frederick Cordeaux from this Port to the Port of Syrian and Back again to this Port and for securing the Repayment of the said sum and the Respondentia to grow Due thereon the said Coyala Vencaty Puttee Did sign and Execute to your Orator one Cadjan note Bearing Date the Eighth Day of September 1730 thereby Promising to Repay the said sum of one hundred and thirty eight Pag^{s}. with the Respondentia to grow Due according to the tenour of the said Bond at or within Twenty one Days after the safe arrival of such ship as the said Coyala Vencaty Puttee should come upon to Madrass and it is further agreed that in case the aforesaid sum with the Respondentia should not be Paid at the time before Limited that then the Principal and Respondentia should Run at Interest at nine ℘ cent ℘ annum until Payment thereof should be made to your Orator by the said Coyala Vencaty Puttee and your Orator shews that in or about the month of [*lacuna*] Last Past the said Coyala Vencaty Puttee Returned to this port whereby the Principal and Respondentia Became Due and Payable to your Orator and your Orator shews that at the Expiration of the said Twenty one Days your Orator well hoped to Receive the Principal and Respondentia Due on the said note from the said Coyala Vencaty Puttee But now so it is that the said Coyala Vencaty Puttee notwithstanding the frequent Importunitys of your Orator hath only Paid the sum of 40 Pag^{s}. in Part of said Bond To the end therefore that the said Coyala Vencaty Puttee may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of one hundred and Thirty eight Pagodas with the Respondentia and Interest Due thereon agreeable to the Tenour of the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

W^{M}. Termin
Attorney for the Compl^{tt}.

Mayors Court at Madrasspatnam. Tuesday the 12TH. Sept^{R}.
Anno Domini 1732.

Between Permandum Compl^{t}. & Vencaty Puttee Def^{t}.

Upon Reading the Plantiffs Petition and also Translate of a note under the hand of the Defendant Dated the 8th. day of September Anno Domini 1730 and the Defendant appearing in Court and acknowledging the Execution of the said note and the Justness of the plantiffs Demand and the Plantiff admitting to have Received forty Pagodas in Part satisfaction thereof this Court doth think fitt to order and Decree and doth accordingly order and Decree That the Defendant Do pay unto the Plantiff the Principal Respondentia and Interest Remaining Due on the said note agreeable to the Tenour thereof together with his costs of suit.

℘ Cur

TO THE HON^BLE^. THE MAYORS COURT
AT MADRASSPATNAM.

JULY 18TH. 1732

Humbly complaining sheweth unto this Hon[ble]. Court your Orator Gopaul Geveess of Fort S[t]. George Merchant that in or about the Twenty ninth day of December last your Orator Did sell and Deliver unto Marcus Moses merchant now being and Residing in Fort S[t]. George aforesaid Two Diamonds for the sum of one thousand six hundred Pagodas and your Orator shews that being concerned five eighths in partnership with Ghengaram in one Diamond weighing Thirty Mangelins your Orator Did on the 23[d]. January Last contract and agree to sell his Part and share of the said Diamond to the said Marcus Moses for the sum of Two thousand three hundred and Twelve Pagodas eighteen Fannams and on Delivery of the said stone the said Marcus Moses did agree to Pay your Orator the further sum of one hundred Pagodas over and Besides the aforesaid sum of Two thousand three hundred & Twelve Pagodas eighteen fannams and your Orator further shews that it was further agreed that the said Diamond should be sealed up and Delivered to Ghengaram until the said Marcus Moses should have agreed with him for his Part in the said stone and the whole Purchase money should be Paid for the same and your Orator shews that the said Marcus Moses having agreed with the said Ghengaram for the Purchase of his concern in the said stone and Paid him the Purchase money for the same Did on or about the Twenty ninth of the said month of January Pay your Orator the sum of one Thousand Pagodas in Part the money Due to your Orator on account his Proportion of the said Diamond and thereupon at the earnest entreaty of the said Marcus Moses your Orator Did consent that the said stone should be Delivered to the said Marcus Moses and was accordingly Done by the said Ghengarum and your Orator well hoped that the said Marcus Moses would then soon have Paid your Orator the Ballance Due to him on account the said Two Purchases being one thousand nine hundred and forty nine Pagodas four fannams and forty cash as by an account current ready to be Produced as this Hon[ble]. Court shall Direct will appear But now so it is may it Please this Hon[ble]. Court that the s[d]. Marcus Moses Refuses to Pay your Orator the Ballance Remaining Due to him as aforesaid pretending that your Orator had Promised to Deliver to him the said Marcus Moses a Diamond of a very considerable value and by the nondelivery thereof he the said Marcus Moses had sustained a very great Loss and therefore the said Marcus Moses insists he hath a Right to Detain the said Ballance Due to your Orator as aforesaid in Part satisfaction of the said Loss whereas your Orator charges and so the said Marcus Moses well knows the truth to be that no such Promise was ever made by your Orator But your Orator shews that During the Transactions afores[d]. the said Marcus Moses Did ask your Orator whether he had any other Diamonds to Dispose of whereupon your Orator Did acquaint the said Marcus Moses that your Orators Brother had Left in the hands of one Amerastarka a Diamond to be by him sold and in case the stone was not Disposed of your Orator assured the said Marcus Moses that your Orator would Bring the same to him and your Orator shews that he Did accordingly go to the said Amerastarka who informed your Orator that he had sold the said Diamond wherewith your Orator acquainted the said Marcus Moses who thereupon Refused to Pay the Ballance Remaining Due to your Orator as aforesaid all which actings and Doings of the said Marcus Moses are contrary to Equity and tend to the apparent wrong and Injury of your Orator. To the end therefore that the said Marcus Moses may upon his Corporal Oath true & Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the Ballance Remaining Due on the aforesaid account with Interest from the time the same became Due and Payable and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

W[M]. TERMIN
Attorney for the Compl[tt].

MARCUS MOSES.

Dr.

Date	Particulars	Pags.		
1731 Decemr. 23d.	To 1 Diamond custom Deducted	60	—	—
27th.	To 1 Do. custom Deducted	680	—	—
29.	To 2 Do. weight 14½ mangelins to be Paid in a months time without any charges.	1600	—	—
1731/2. Janry. 23rd.	To 1 Diamond weight 30 Mangels. I agreed for my 5/8 Pags. 2312. 18. – and he was to allow me 100 Pagodas Profit on the same for the other 3/8 he was to agree with Ghengaram being his own and the Diamond to be Left in Ghengarams hands sealed till the money was Paid the custom at 3 ℔ cent amounts to Pagodas 63. 13. 40 Remains Due	2343	4	40
	Pagodas	4683	4	40

Cr.

Date	Particulars	Pags.		
1731 Decr. 23rd.	By cash ... ... Pags.	60	—	—
1731/2. 27th.	By Do. ... ... ,,	680	—	—
Janry. 28th.	By Do. ... ... ,,	1000	—	—
29th.	By Do. ℔ Narrain Dubash at Ghengarams and the Diamond delivered him with the seal	1000	—	—
		2740	—	—
	Due to Ballance	1943	4	40
	Pagodas	4683	4	40

ERRORS EXCEPTED.
℔ GOPAUL GEVEESS.

Jur in cur July 28th. 1732.

THE ANSWER of Marcus Moses of Fort St. George merchant Defendant to the Bill of Complaint of Gopaul Gevess of the same Place Merchant Complainant.

This Defendant saving and Reserving to himself all Benefit of Exception to the many Errors Incertaintys and insufficiencys in the Complainants Bill of Complaint contained for answer thereunto or unto so much thereof as this Defendant is advised to be material for him to make answer unto he this Defendant answereth and saith That on or about the 16th. day of December as past (as near as this Defendant can Remember) the Complt. Brought a small (Diamond) stone in weight Three Mangelins or thereabouts to this Defendant which he this Defendant Bought for the sum of sixty Pagodas and on the 22d. day of the month of December aforesaid the said Complainant sold to this Defendt. another Diamond in weight about Ten Mangelines for the sum of six hundred and eighty Pagodas the Purchase money of which Two stones was immediately Paid by this Defendant to the Complt. upon the Delivery of the said stones This Defendant saith That at or about the 27th. day of the month of December aforesaid the Complainant Brought unto this Defendant Two Rose Diamonds weighing together fourteen Mangelins which stones being very Bad this Defendant told the Complainant he never Bought any such The Complainant then Requested this Defendant to keep the same in his Possession and endeavour to Dispose of them for the accompt of the said Complainant and to acquaint him what he was Bid for the same from time to time But this Defendant Denies that he ever Bought or intended to Buy either of the said stones as is falsely charged in the said Complainants Bill of complaint This Defendant admits that on or about the nineteenth day of January last the Complainant Did Bring a Diamond stone weighing Thirty Mangelins or thereabouts in which stone he the Complainant said he was concerned 5/8 which Part he offered to sale to this Defendant. This Defendant saith that he agreed to Purchase such his share in the said Diamond at and after the Rate of Three thousand seven hundred Pagodas for the whole and accordingly this Defendt. sealed the said stone up with his seal and Delivered it to the complainant who said he would carry it to Ghengaram until this Defendant could agree with him the said Ghengaram about the Purchase of the Remaining three Eighths unto whom the same appertained. This Defendant saith that the Day following being the Twentyeth Day of the month of January aforesd. the Complainant came to this Defendant and said if he would advance the sum of Two thousand Pagodas and the further sum of one hundred Pagodas as a Gratuity for himself and of which his Brother must not be made acquainted he the complainant would bring to this Defendant an exceeding fine stone which was to Poize about Eighteen Mangelins which stone was then in the hands of one Amarastanka a Merchant now Residing in Madrass. This Defendant saith that in answer to this Proposal of the Complainant he this Defendant told the Complainant that he had not so much money then in his Possession but that he would Procure the same against the next Day accordingly the next Day the Complainant came when this Defendant told him the money was Ready as he Required But Demanded further what security he the Complainant was willing to give this Defendt. for the same and for his Bringing the stone according to agreement upon which the Complainant did actually and Bona fide consent contract and agree willingly and upon his meer motion and accord that in consideration of the sum of Two thousand Pagodas aforesaid to be then Paid to him the complainant he the said complainant would immediately Bring and Deliver unto this Defendant the Diamond aforesd. weighing Eighteen Mangelins and upon Default thereof to forfeit such moneys as Remained in this Defendants hands Due to him upon the Ballance of the former accounts and also the Two Rose Diamonds Deposited with this Defendant in manner before Recited in consequence of which agreement This Defendant then Paid unto the Complainant the sum of Two thousand Pagodas and this Defendant well hoped he would soon Return in complyance with the said agreement and Bring the stone before mentioned with him which this Defendt. was at that time

the more Desirous of Obtaining because he had an opportunity of an immediate Disposal thereof and at the same time obliging a Gentleman this Defendants Friend with the Refusal who had actually Bespoke a very fine Ring of this Defendant and in all Probability this stone would have answer[d]. the Purpose. This Defendant saith that the complainant not Returning in sometime he this Defendant sent for him and enquired after the stone aforesaid upon which the Complainant fell a weeping and said that Amarastanka told him he had sold the said stone five months before which he the Compl[tt]. Did not know at the time of the agreement although this Defendant was well informed that he the Complainant had been with Amarastanka on the Day Preceeding and had sold the same stone by Joint consent to M[r]. Salamons which this Defendant avouched to the Complainant who after sometime confessed that it was true and that Amarastanka had frightned him into it by telling him that if he (the Complainant) as a stranger should show a Large stone to any of the English he would never have the stone back again or the money for it but that he Amarastanka knew better how to Deal with them and that they Did not dare to treat him so This Defendant saith that it was upon this account and no other and in Part for the Purchase of the Diamond aforesaid that the sum of Two thousand Pagodas was so advanced by this Defendant and this Defendant further saith that he never Paid the compl[t]. the sum of one thousand Pagodas in Part of the Proportion of five eighths of a Diamond bought of him as before Recited as is falsely sett forth in the said Bill of complaint but on the contrary this Defendant acknowledges himself to be indebted unto the complainant for the whole Purchase of the said five eighths of that stone this Defendant saith that by this Fraudulent Proceeding of the complainant this Defendant is greatly Damnifyed not only in the Loss he sustains by being Disappointed of this stone but also for that this Defendant was obliged to Purchase another Rough stone of a much higher Price in order to make good his word to the Gentleman for whom he intended the stone which he was to have had of the compl[tt]. This Last Purchased stone this Defendant cut and it Proved very fine But when this Defendant shewed the same to the Gentleman for whom it was Procured (Upon being Disappointed of the former stone) and acquainted him with the Price thereof the said Gentleman Returned it saying it is not Dear but beyond my Price which stone now Lays on this Defendants hands and from hence this Defendant asserts that he hath Lost the sale of both stones and all the Profits which would have arose thereon and the Brazil mines have since affected the Diamond trade so much that this Defendant has no Prospect of Disposing of the Diamond aforesaid now in his Possession all which are great Detriments to this Defendant and entirely owing to the unfair actions and Practices of the Complainant and this Defendant here observes to this Hon[ble]. Court that the Complainant being sensible of the Injury he had Done Did sometime past Propose to this Defendant that if he (this Defendant) would Deduct the abovementioned Two thousand Pagodas out of what was Due to him on the Ballance of his Proportion of five eighths of the Diamond herein before Recited he would Remit the Remainder being according to his accompt three hundred & Twelve Pagodas eighteen fannams as a consideration for the Damage this Defendant sustained by him which this Def[t]. Rejected knowing his Losses were far more considerable This Defendant Begs leave also to acquaint this Hon[ble]. Court that it hath been in compassion to the Complainant and to the Intercession of his Friends that he this Defendant hath hitherto omitted an application for Releif But as he Doth averr and can and will maintain and Prove all such allegations as are herein sett forth to be true and Just upon which it will appear that the Complainants charges as Recited in his said Bill of complaint are Disconsonant to that Harmony which ought to be Regarded in the Dealings between Merchants and also to good conscience so he Doubts not of an equitable and upright Decision of the case before this Hon[ble]. Court and Prays such Relief herein as to their wisdom may seem meet and the nature of the case Require and Prays that he may be hence Dismissed with his Reasonable satisfaction for the Damages and all other costs & charges which in this suit he hath most unjustly sustained.

GOPAUL GEVEESS
VER
MARCUS MOSES.

Jacob sworn Deposeth that a Dubash Brought the Two Rose Diamonds in Question to his Master Mr. Salomons house and offered to Pawn the same for 1000 Pagodas telling this Deponent they were worth 1500 Pagodas this Deponent answered his Master was not then at home But if he the Dubash would come the next Day he would acquaint his Master therewith the next afternoon this Deponent meeting a Peon named Raganagalue who was with the Dubash when the stones were Brought to this Deponent asked the Reason why they Did not come according to their Promise who Replyed they had got the money elsewhere the name of the Dubash was Vencaty Puttee.

Vencaty Puttee sworn Deposeth That about 7 or 8 months agoe Narranapah Dubash to the Defendant did Deliver to this Dept. the Two Rose Diamonds in Question to Pawn them for 600 Pags. and that a Peon named Ranganagalue carried this Deponent to Jacob to Raise the money who told this Deponent he had not any money and Returned the Diamonds Narranapah Did not tell this Deponent to whom the Diamonds belonged nor had this Deponent any other Discourse with him about them.

Narranapah sworn Deposes that he knows the Diamonds in Question and that he Received them of his Master the Deft. about six months past with orders to get a sum of money which he would Pay again in five or six Days. This Deponent saith his Master gave him no orders to Pawn the said Diamonds But Bid him Borrow five or six hundred Pagodas and that such orders were given five or six Days after this Deponent Received the said Diamonds from his Master. This Deponent says he Delivered the said stones to Vencaty Puttee and ordered him to Borrow five or six hundred Pagodas thereon but says the said stones were never Pawned by this Deponent This Deponent saith his Master never Delivered any stones to him after he had Purchased them but used to entrust this Dept. with the care of Diamonds before he had Bought them and says the Diamonds in Question were never Purchased by the Defendant.

Juggoo sworn Deposes that Amer Estarka and Soobia came to his Master Captain Powney and informed him that the Complainant had sold a Diamond to the Defendant for 3800 Pagodas and that they had Left with or sold to the Deft. (This Deponent cant be Positive as to the expression) Two other Diamonds worth 1600 Pagodas and that the Defendant had Paid them Part of the first Purchase money this Deponent says they further informed his master that the Complainant had acquainted Moses he had another stone to Dispose of which Moses Bid him bring to him the next Day and that he Did go to Moses and acquaint him the stone Last mentioned was sold to Mr. Salomons and that thereupon Moses Refused to Return the two Diamonds in Question till the stone was Brought him.

Ramaniah sworn Deposes That he knows the Diamonds in Question and the same Belong to the Complainant and says the Complainant told this Deponent he had had said stones a Long time by him and Desired this Deponents assistance in Disposing thereof This Deponent says he Brought the stones to Moses who told him he had no need of them for that they were of to high Price and a Bad colour This Deponent says he Delivered said stones to Mr. Moses who said they were brought to him the Day before. This Deponent says he carryed the Plantiff to Mr. Moses two days afterwards when several People were present and that Mr. Moses Produced the Diamonds and asked the Pltt. what he meant by bringing them to him the Plantiff Replyed the same cost him 2000 Pagodas if Mr. Moses had occasion for them. The Diamonds were Delivered by Mr. Moses to the Plantiff who asked the Reason of it Mr. Moses Replyed they were of too high a Price and of a Bad colour and he had no occasion for them whereupon the Plantiff told Mr. Moses he would Let him know the Lowest Price and Desired Moses to be his Friend & sell them for him Mr. Moses bid the Plantiff set a time the Plantiff named 15 days which Moses Disapproved. The Plt. named a month which

Moses agreed to and in case said diamonds were not sold in that time Moses was to Return the same to the Plantiff and that the Price for which said Diamonds were to be sold was agreed to be 1600 Pagodas. This Deponent saith that the 1000 Pagodas paid by Moses to the Plantiff was on account a stone of 18 Mangelins which the Complainant Promised to bring him But that he Doth not know of any money paid on account of a stone of 30 Mangel^{s}. sold Moses by the Complainant.

Ramaniah (Examined for the Plantiff) Denies that he was Present at any time when the Plantiff offered to Pay the Def^{t}. 1000 Pagodas on account a stone of 30 Mangelins sold by the Plantiff to the Defendant.

Narranapa (Examined on the Part of the Defendant) Deposes that the Plantiff informed his Master the Defendant he had Mortgaged a stone of 18 Mangelins to one Ammer Essar and that if the Defendant would advance him the Plantiff 2000 Pagodas he would Redeem and Bring the stone to the Defend^{t}. that thereupon the [De]fendant Paid the Plantiff 1000 Pag^{s}. and the next Day the Defendant gave this Deponent 1000 Pag^{s}. more which sum this Deponent carryed to and Paid the Plantiff on the above account. This Deponent saith the Plaintiff came several times to his this Deponent's house and Desired that this Deponent would stand his friend for that the stone of 18 Mangelins was sold to M^{r}. Salomons & therefore Desired to tell his master the Defendant that if the Defendant would Deliver up the Two Roses in Question the Plantiff would forgive the Defendant the Ballance of his account But the Plantiff did not then say how much the Ballance was. This Deponent says the Ballance was about three hundred Pag^{s}. and being asked by the Court if he knew how the Ballance arose answers the Purchase of 5/8 of the stone of 30 Mangelins came to Pagodas 2300 and the 2000 Pagodas before made the Ballance Pagodas 300. This Deponent says that when he Carryed the Last 1000 Pagodas to the Plantiff he was Directed by his Master to bring the stone wherein the Pl^{t}. was concerned 5/8th. which this Deponent Did accordingly and then acquainted the Plantiff by order of his Master that when he the Plantiff brought the stone of 18 Mangelins his Master would clear the account of the 30 Mangelins stone Wanchidas Examined for the Defendant says that he knows not the Diamonds in Question but hearing of a Dispute between the Plantiff and the Defendant Desired the Defendants Dubash to speak to his master to accommodate the matter for that the Plantiffs master was come That the Defendants Dubash asked this Deponent if the Plantiff would give a sum of money to make up the Dispute whereto this Deponent Replyed the Def^{t}. must speak to Soobiah the Plantiffs Principal on that acco^{t}. This Deponent says Narranapa the Defendants Dubash came afterwards to this Deponents house and Desired this Deponent would endeavour to make up the Dispute for 500 Pag^{s}. on his masters Behalf whereto this Deponent Replyed as above. This Deponent says that he and Shaundass went a few Days after to the Defendants house and told the Defendant the Pl^{ts}. Principal was in the Place and that the Defendant must make up the affair with him But this Deponent Denies he ever offered any sum of money from the Plantiff to make up this affair. Nallum Juggoo Examined for the Defendant says he knows nothing of this affair. Narranapah Examined again Denies what Wanckidas assure as to the Deponents Demanding money for his master to make up this affair and further says one Ramaniah came to this Dep^{t}. and acquainted him that Naullum Juggo wanted to speak with this Deponent This Deponent asked on what account Ramaniah Replyed that the Plantiff was walking to and fro near Naullum Juggos house and that Naullum Juggoo wanted to talk with this Deponent That this Deponent went to Naullum Juggoos house when Naullum Juggoo asked this Deponent what Dispute this was between the Plantiff and Defendant whereto this Dep^{t}. Replyed that the Plaintiff had Left in the Defendant his Masters hands the Two Roses in Question to be sold on the Plantiffs account and that the Plantiff had sold the Def^{t}. a stone of 30 Mangelins and that the Plantiff had Promised to bring another of 18 Mangelins and had Received 2000 Pag^{s}. on that account but the Plantiff not having Brought the stone of 18 Mangelins but sold the same to another Person his master the Defendant had kept the Two Roses in Question whereupon Naullum Juggoo Requested this Deponent to endeavour to make up the matter. This Deponent

asked in what manner Naullum Juggoo Replyed see and get something for your Master or get your Master to accept the Ballance of the Plantiffs account and Let the Two Roses in Question be Delivered up the Plantiff.

Ramaniah Declares Naullum Juggoo Desired him to make up the affair between the Plantiff and Defendant and that this dep^t^. went and called Narranapah the Defendants Dubash to Naullum Juggoo for that Purpose. This Deponent says he is no ways concerned in the stones in Question except Receiving his Brokerage.

Abraham Salomons sworn Deposeth that he never Bought a stone of Eighteen Mangelins of the Plantiff But says about the 30th. January Last he Purchased a stone of the Plantiff which had been Promised him by Ammer Essar sometime in the month of October Preceeding.

Ghengaram Declares being Examined by the Defendant that Narranapah the Defendants Dubash and the Plantiff came to this Deponents house when Narranapa said to this Deponent here is your Bond. (This Deponent having sometime before Borrowed a Thousand Pagodas from the Defendant for which he had given Bond) and to the Plantiff there is your money at the same time giving the Plantiff 1000 Pagodas and that the said sum of 1000 Pagodas paid the Plantiff on account the stone of 30 Mangelins Purchased of him by the Defendant wherein the Plantiff was concerned 5/8 and this Deponent 3/8 and the Rather believes said sum to be Paid on that account Because the said stone of 30 Mangelins was then in this Deponents Possession sealed up and Demanded by Narranapa on the Defendants Behalf and accordingly Delivered to him by this Deponent.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 12th. day of September Anno Domini 1732 Between Gopaul Gevess of Fort S^t^. George Merchant Complainant and Marcus Moses of the same Place Merch^t^.

Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the Complainant and Defendant and the attorneys on both sides on hearing the Bill answer Replication and Rejoynder and also an account current Read and also the Examination of sundry Persons Produced by the Complainant as well as the Defendant and Due consideration and it appearing to this Court therefrom that the Two Rose Diamonds in Question were not sold by the Complainant to the Defendant but only Left with the Defend^t^. to be by him sold on the Complainants account and it further appearing that the Two thousand Pagodas mentioned in this Proceedings in this cause was Paid to the Complainant by the Defendant in Part of the Purchase money for the Complainant 5/8th. of a Diamond poize 30 Mangelins Purchased of him by the Defendant and it Likewise appearing that the Complainant had not entred into any engagement of Forfeiture in case he should not Produce and shew to the a Diamond Poize 18 Mangel^s^. as alledged by the Defendant This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do deliver unto the Complainant the said Two Rose Diamonds and in Default thereof that the Defend^t^. Do Pay unto the Complainant the sum of one thousand six hundred Pagodas being the Price agreed between the Parties Complainant and Defendant for the sale thereof and that the Defendant Do also Pay unto the Complainant the sum of three hundred forty three Pagodas four fannams and forty cash being the Ballance Remaining Due on the aforesaid Purchase of the Diamond Poize 30 Mangelins and it is further ordered that each Party do Pay their own costs in this cause.

℘ Cur.

COURT OF APPEALS IN MADRASSPATNAM. Gopaul Gevess of the said Place Mercht. Complainant and Narcus Moses of the said Place Defendant.

This cause coming this 21st. day of March Anno Domini one thousand seven hundred and thirty Two to be heard and Debated and the Purport of the Petition of appeal together with the Bill answer Depositions &ca. exhibited in the Honble. the Mayors Court being Duely considered it was unanimously agreed by this Court that the Judgment and Decree of the said Honble. the Mayors Court in this cause is Just and well warranted by the Rules of Equity and this Court Doth therefore order and Decree that the Decree of the said Honble. Mayors Court in this cause Do stand confirmed and this Court Doth further order that each Party Do pay their own costs.

GEORGE TORRIANO.
Cl. Co. Appls.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Pallian Ninah Chittee of Fort St. George Merchant that Erra Chitty Vencaty now being and Residing in Madrass Did take up and Receive of and from your Orator the sum of sixty Pagodas and for securing the Repayment thereof Did make and give to your Orator one Cadjan note Bearing Date the fourth Day of September 1724 thereby Promising to Repay the said sum of sixty Pagodas with the Interest which should grow Due thereon after the rate of nine ℘ cent ℘ annum to your Orator on Demand as by Translate of said note will appear and your Orator shews that he hath frequently applyed to the said Erra Chitty Vencaty for the Payment of the said sum of sixty Pags. and Interest Due thereon But hath as yet Received no other satisfaction from the said Erra Chitty Vencaty than the sum of Fifteen Pagodas Paid to your Orator in Part the Interest Due on the said note To the end therefore that the said Erra Chittee Vencaty may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay to your Orator the Principal and Interest Remaining Due on the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience. [Ju]NE 12TH. [17]32.

WM. TERMIN.
Attorney for the Compltt.

MAYORS COURT AT MADRASSPATNAM. Tuesday the 19th. day of November Anno Domini 1732 Between Pallian Ninah Chittee of Fort St. George Merchant Compltt. and Erra Chittee Vencaty of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a note under the hand of the Defendant Dated the 4th day of Novr. 1724 and the Defendant appearing in Court and acknowledging the Execution of the said note and the Justness of the Plantiff Demand. This Court Doth think fitt to order and Decree a[nd] Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the Principal and Interest Remainin[g] Due on the said note together with his costs of suit.

℘ Cur.

TO THE HON^BLE. THE MAYORS COURT
AT MADRASSPATNAM.

FEBRY. 9TH, 1731. Humbly complaining sheweth unto this Honble. Court your Orators the Minister and Churchwardens of the Parish of St. Marys in Madrass that your Orators Did advance and Lend unto Moodu Moodelaire now being and Residing in Madrass the sum of Two hundred and fifty Pagodas for securing the Repayment whereof to your Orators he the said Moodu Moodelaire Did by one Deed of assignment Bearing Date the first Day of April which was in the year of our Lord 1730 assign and make over unto your Orators all those his houses and Ground scituate in the Peddenaigues Pettah in the said assignment more Particularly Described To hold to your Orators their successors and assigns for ever In which said assignment is contained a Proviso for making void the same on Payment of the sum of Two hundred and fifty Pagodas with Interest after the Rate of eight ℔ cent ℔ annum on Demand as by the said assignment Ready to be Produced as this Honble. Court shall award will appear and your Orators shew that they have frequently Demanded Payment of the said sum of Two hundred and fifty Pagodas with the Interest Due thereon from the said Moodu Moodelaire but hitherto without effect To the end therefore that the said Moodu Moodelaire may upon his corporal oath true Direct and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orators the said sum of Two and fifty Pagodas and the Interest which shall appear to be Due thereon and that your Orators may have such further and other Releif in the Premises as may be agreeable to Equity and good conscience.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 19th. day of September Anno Domini 1732 Between the Minister and Church Wardens of St. Marys in Madrass Complainants and Moodu Moodelaire of the same Place Defendant.

Upon Reading the Plantiffs Petition and also one Deed of assignment under the hand and seal of the Defendant Dated the first Day of April 1730 whereby the Defendant had mortgd. to the Plantiffs two houses and Ground for securing the Payment of Two hundred and fifty Pagodas and Interest and the Deft. appearing in Court and acknowledging the Execution of the said assignment and the Justness of the Plantiffs Demand. This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the sum of Two hundred and fifty Pagodas being the Principal money Due on the said assignment with such Interest as shall appear to be Remaining Due thereon together with their costs of suit at or before the expiration of Fourteen Days and in Default thereof that the mortgaged be sold and the money arising by such sale Paid to the Plantiffs towards satisfaction of their said Debt and costs.

℔ Cur.

TO THE HON^BLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orators the Minister and Church Wardens of the Parish of St. Marys in Madrass That your Orators Did advance and Lend unto Teagapah now being and Residing in Madrass the sum of one hundred and fifty Pagodas for securing the Repayment whereof the said Teagapah Chittee Did by one Deed of assignmt. Bearing Date the fifteenth Day of November which was in the year of our Lord 1730 assign and convey to your Orators all that his house and Ground scituate in Choultry street and also all that other house and ground scituate in the Peddenaigues Pettah in Soola Cundapah street in the said assignment more Particularly Described To hold to your Orators their successors and assigns for ever In which said assignment is

contained a Proviso for making void the same on Payment of the s[d]. sum of one hundred and fifty Pagodas with Interest at the Rate of Eight ℔ cent ℔ annum on Demand as by the said assignment Relation being thereunto had will appear and your Orators shew they have frequently Demanded Payment of the said sum of one hundred and fifty Pagodas and the Interest Due thereon from the said Teagapah Chittee but hitherto without effect To the end therefore that the said Teagapah Chittee may upon his Corporal oath true Direct and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orators the said sum of one hundred and fifty Pagodas and the Interest Due thereon and that your Orators may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 19th. day of September Anno Domini 1732 Between the Minister and Church Wardens of the Parish of St. Marys in Madrass Complainants and Teagapah of the same Place Conicoply Defendant.

Upon Reading the Plantiffs Petition and also one Deed of assignment under the hand and seal of the Defendant Dated the 15th. day of November 1730 whereby the Defendant had mortgaged to the Plantiffs Two houses and ground for securing the Paym[t]. of one hundred and fifty Pagodas and Interest and the Def[t]. appearing in Court and acknowledging the Execution of the said assignment and the Justness of the Plantiffs Demand. This Court Doth think fitt to order and Decree and Doth accordingly order and Decree That the Defendant Do pay unto the Plantiff the sum of one hundred and fifty Pagodas being the Principal money Due on the said assignment with such Interest as shall appear to be Remaining Due thereon together with their costs of suit at or before the expiration of Fourteen Days and in Default thereof that the said mortgaged Premises be sold and the money arising by such sale Paid and applyed in and towards satisfaction of said Debt and costs Due to the Pl[ts].

℔ Cur.

TO THE HON[BLE]. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Hon[ble]. Court your Orator Matthew Empson of Fort St. George Merchant That on or about the seventeenth day of January Last past on Soopiah now being and Residing in Madrass Did contract and agree to and with your Orator for the Purchase of Two Garse of Rice at and for the Rate or Price of sixty five Pag[s]. the Garce and in order to bind and strengthen the said Bargain the said Soopia Did deliver unto your Orator a Ring Promising to Pay the Purchase money to your Orator at or before the expiration of Fifteen days from the time of making such contract and your Orator shews that he Did actually and Bona Fide Deliver to the said Soopiah Two Garse of Rice and well hoped to have Received the Purchase money for the same at the Expiration of the time before stipulated for the Payment thereof but now so it is that the said Soopiah notwithstanding the frequent Importunitys of your Orator for that Purpose the said Soopiah Refuses to satisfy his said Engagement to your Orator To the end therefore that the said Soopiah may upon his Corporal Oath True and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the sum of one hundred and thirty Pagodas being the Principal money Due on the said contract with Interest from the time the same became Payable and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience. AUG[ST]. 8TH. 1732.

W[M]. TERMIN.
Attorney for the Compl[tt].

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 26th. day of September Anno Domini 1732 Between Matthew Empson of Fort St. George Merchant Complt t. and Soopia of the same Place Mercht. Defendant.

Upon Reading the Plantiffs Petition and the Defendant appearing in Court and acknowledging the Receipt of Two Garse of Rice from the Complainant at the Rate of sixty five Pagodas the Garse This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the sum of one hundred and thirty Pagodas together with his costs of suit.

℣ Cur.

TO THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

DECR. 12TH. 1731. Humbly complaining sheweth unto this Honble. Court your Orator Goodapilla Rangapah of Fort St. George Merchant That on or about the 5th. day of January 1730 your Orator obtained a Judgment in this Honble. Court against one Gruapah since Deceased for the sum of Three thousand three hundred Fifty seven Pagodas or thereabouts whereupon a warrant of Execution was awarded against the Goods chattles and Effects of the said Gruapah But no more hath been Recovered thereon than the sum of Two hundred Pagodas or thereabouts and your Orator shews that Jangomiah Brother of the said Gruapah Deceased Did Possess himself of sundry Effects belonging to the said Grauapah and secreted the same in order to Defraud your Orator of his said Debt and your Orator further shews That by the custom of the Natives of this Place the said Jangomiah is Liable to make satisfaction for all and every the Debts contracted by his said Brother in his Lifetime no Partition or Division of their Estate having at any time been made between them To the end therefore that the said Jangomiah may upon his Corporal oath true and perfect answer make to all and every the matters aforesaid and Particularly may sett forth whether he hath not Possesst himself of any and what part of the Estate and effects of the said Gruapah and whether by Custom of the natives of this Place he is not Liable to make satisfaction for all and every the debts contracted by his said Brother in his Lifetime and Particularly for the Judgment obtained against him by your Orator as aforesaid and that the said Jangomiah may be Decreed to make Payment thereof to your Orator and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

WM. TERMIN.
Attorney for the complt t.

TURIN IN CUR MARCH 28TH. 1732.

THE ANSWER of Jangomiah of Fort St. George Goldsmith to the Bill of Complaint of Godapillah Rangapa of Fort St. George Merchant Complt t.

This Defendant saving and Reserving to himself all and all manner of Benefit and advantage of Exception to the Errors and insufficiencys in the Complainants Bill of complt. contained for answer thereunto or unto so much thereof as this Defendant is advised materially concerns this Defendant to make answer unto he says That he Doth admit that on or about the time mentioned in the said Bill of Complaint the said Goodapilla Rangapah might for any thing this Defendt. knows to the contrary Exhibit his Bill of Complaint in this Honble. Court against one Gruapah and further admits that such Process might be had thereon as is therein sett forth But what moneys or effects have been Recovered by virtue of such Process is to this Defendant unknown this Defendant Denys that he has Possesst himself of any of the Effects of the said Gruapah (whom this Defendant allows to be his Brother as in the said Bill is mentioned) since his Decease or

that he has secreted all or any Part of his Effects and this Defendant also Denies that he hath any Fraudulent Intention with Respect to the said Complainant or to any other Person whatever as in the said Bill is untruely sett forth This Defendant saith that by the custom of the natives he apprehends he is not obliged to Pay any Part of his said Brothers Debts as in the said Bill is alledged for that he did not Inhabit with or had any partners or Transactions with his said Brother at the time of his decease But that they had been Parted from each other for several years before the Death of the said Gruapah and lived separately and acted by and upon Different Interests and that as to any Partition or Division of Estate between them which is mentioned in the said Bill this Defendant never knew there was any to Divide if there was any such Estate the same was secreted from the knowledge of this Defendant who never had any Benefit thereof or thereby upon the whole This Defendant Conceives that he is not answerable for any of the Charges in the Complainants said Bill of complaint and humbly hopes that this Hon[ble]. Court will not think it Just and equitable that what this Defend[t]. hath with much Labour gained and with the sweat of his Brows for the support of himself and poor family should now be appropriated to Pay his Brothers Debts and therefore Prays to be hence Dismissed with his Costs and Charges and such other satisfaction for his Long imprisonment as to this Hon[ble]. Court shall seem meet and which he hath in this cause most unjustly sustained.

H. Rumbold
Attorney for the Defend[t].

Certificate of the heads of the cast.

This is to Certify to this Honourable Court that where there are Two sons of one mother and one of them is adopted into another Family such adoption must be made before the heads of the cast and a certificate given by them to the Person adopted Certifying such adoption and that from thence forward he is Discharged from the paym[t]. of all or any Debts which his Brother hath or may contract But in case no such certificate be obtained the Person adopted is obliged to make Payment of his Brothers Debts by the custom of this country.

The mark of Teagapah Maistre.
Pettomboo.
Yeacombrum.
Nanga Lingum.

Mayors Court at Madrasspatnam.

Fryday the 17th. day of April 1729 Between Ananda Charee of Fort S[t]. George Merchant Complainant and Armogon Chittee of the same place Merchant Defendant.

This cause coming on this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides upon hearing the Proceedings had and taken in this cause and also Translate of a Cadjan Bond under the hand of Arm[oga]n Tanjan Chittee the Defendants Late Brother Deceased [...] the 3[d]. Day of January 1726 Read and the heads [of the] cast being summoned and Declaring to be the [...] [them] that The Debts which a father or Brother [had incurred] During their Livestime are to be paid by their Relations how Distant soever in Degree notwithstanding they had not Possessed Effects of the Deceased sufficient to Discharge the same and upon hearing what was alledged on either side and Due consideration had thereon This Court Doth therefore think fitt to order and Decree and Doth accordingly order and Decree that the Def[t]. Do Pay unto the Plantiff the sum of Two hundred and seventy Pagodas being the Residue of the Principal and Interest Due on the said Bond together with his costs of suit.

℘ Cur.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 26th. day of September Anno Domini 1732 Between Goodapilla Rangapah of Fort St. George Merchant Complainant and Jangomiah of the same Place Merchant Defendant.

This cause coming this Day to be heard and Debated before this Court in the Presence of the attorneys on both sides on hearing the Bill answer Replication and Rejoynder and also a Decree of this Court Dated the seventeenth Day of [April] 1729 in a certain cause wherein Ananda Charee was Compltt. and Armogon Chittee was Defendant and also the Examination of several Persons Produced as well on the Part of the Plantiff as on the Part of the Defendant and what was alledged on either side and Due consideration thereon this Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Complainants Bill Do stand Dismissed out of this Court with costs the Court being of Opinion that the Defendant had no concerns with Gruapah (his Brother) at the t[ime] of his Death or Received any Part of his Estate and effects therefore not Liable to the Payment of his Debts.

ꝑ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

SEPTR. 26TH. 1732.

Humbly complaining sheweth unto this Honble. Court your Orator Moota Vencaty Puttee of Fort St. George Merchant That Narrain Chitty now being and Residing in Madrass having occasion for a sum of money applyed himself to your Orator Requesting the Loan thereof whereupon your Orator Did advance and Lend unto the said Narain Chittee the sum of Two hundred and fifty Pagodas for securing the Repayment whereof he the said Narrain Chitty Did make and give to your Orator a Cadjan note or writing under his hand Bearing Date the 17th. day of January which was in the year 1731 thereby Promising to Pay the said sum of Two hundred and fifty Pagodas with Interest after the Rate of Nine ꝑ cent ꝑ annum to your Orator on Demand as by Translate of the said note will appear and your Orator shews that he hath frequently applyed to the said Narrain Chittee Requesting him to Pay and Discharge the Principal and Interest Due on the aforesaid note But now so it is may it Please this Honble. Court the said Narrain Chittee Refuses to satisfy his said engagements to your Orator To the end therefore that the said Narrain Chittee may upon his Corporal oath true and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of Two hundred and fifty Pagodas with Interest after the Rate of Eight ꝑ cent ꝑ annum from the Date of the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

WM. TERMIN.
Attorney for the Compltt.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the third day of October [Anno] Domini 1732 Between Moota [Vencaty Puttee] of Fort St. George Merchant Com[plainant] Narrain Chittee of said Place [Merchant Defendant].

Upon Reading the Plantiffs Petition and also Translate of a note under the hand of the Defendant Dated the seventeenth Day of January 1731 and the Defendant appearing in Court and acknowledging the Execution of the said note and the Justness of the Plantiffs Demand. This Court Doth think fitt to order

and Decree and Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the sum of Two hundred and fifty Pagodas with Interest after the Rate of Eight ℘ cent ℘ annum together with his costs of suit.

℘ Cur.

TO THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator John Stratton of Fort St. George Merchant That Vishwanada now being and Residing in Madrass Did Borrow and Receive of and from your Orator the sum of Eighty Pagodas for securing the Repayment whereof the said Vishwanada Did make and give to your Orator one note under his hand Bearing Date the Thirtyeth Day of July Last past thereby Promising to Repay the said sum of Eighty Pagodas with Interest after the Rate of Eight ℘ cent ℘ annum on or before the expiration of Two months to be accounted from the Date thereof as by the said note Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that he hath frequently applyed to the said Vishvanada for Payment of the Principal and Interest Due on the said note But now so it is may it Please this Honble. Court that the said Vishvanada Refuses to satisfy his [said] engagements to your Orator To the end therefore that the said Vishvanada may upon his Corporal Oath True [and] Perfect answer make to all and every the matters aforesd. [may be] Decreed to Pay your Orator the Principal and [Interest] Due on the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

JUNE 6TH. 1732.

WM. TERMIN
Attorney for the Compltt.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 3d. Day of October Anno Domini 1732 Between John Stratton of Fort St. George Merchant Compltt. and Vishvanada of the same Place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a note under the hand of the Defendant Dated July 30th. 1731 and it appearing to the Court that the Defendant had been Duely summoned to appear and answer the Plantiffs Petition and that he willfully neglected so to Do and the Defendant having since the commencement of the suit Paid the Plantiff the sum of Twenty Pagodas in Part satisfaction of his Debt This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the sum or sixty Pagodas being the Principal Remaining Due on said note with Interest after the Rate of Eight ℘ cent ℘ annum together with his costs of suit.

℘ Cur.

TO THE HONBLE. THE MAYORS COURT
AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Tanjar Chittee of Fort St. George That Polliah Mootepaha now being and Residing in Madrass having occasion to Borrow a sum of money applyed himself to your Orator and Did take up and Receive of and from [your] Orator [the sum of one] hundred Pagodas current of Madrass for securing the Repayment whereof to your Orator he the said Polliah Mooteapah Did make and give to your Orator one Cadjan note under his hand Bearing Date the 21st. day of August 1731 thereby Promising to Repay the said sum of one hundred Pagodas to your Orator with Interest after the Rate of Eight ℘ cent ℘ annum on Demand as by Translate of said note will appear and

OCTOBER 3RD. 1732.

your Orator shews that he hath frequently Demanded Payment of the said sum of one hundred Pagodas and the Interest Due thereon from the said Polliah Mootpah But now so it is may it Please this Honble. Court that your Orator hath only Received the sum of Forty Pagodas in Part satisfaction of his said Debt the said Polliah Mootapah neglecting and Refusing to Pay the Residue thereof to your Orator To the end therefore that the said Polliah Mootapah may upon his Corporal Oath true and Perfect answer make to all and every the matters aforesaid as fully as if here again Repeated and Interrogated and that the said Polliah Mooteapah may be Decreed to Pay your Orator the Principal and Interest Remaining Due on the said note and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

JANRY. 21ST. 1731.

I Do hereby acknowledge to have Received the sum of one hundred Pagodas from Tanjar Chittee which sum I promise to Pay with Interest after the Rate of seven and an half ℔ cent ℔ annum.

POLLIAH MOOTEAH.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 10th. day of October Anno Domini 1732 Between Tanjar Chittee of Fort St. George Merchant Complainant and Polliah Mootapah of the same Place merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of a note under the hand of the Defendant Dated the 21st. day of January 1731 and the Defendant appearing in Court and acknowledging the Execution of said note and the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree and doth accordingly order and Decree That the Defendant Do pay unto the Plantiff the Principal and Interest Remaining Due on the said note agreeable to the Tenour thereof together with his costs of suit.

℔ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator Periatombee of Fort St. George Merchant That your Orator Reposing great Trust and confidence in the Integrity and honesty of Cundawaka Vencatashia now being and Residing in Madrass Did Pay and Deliver into the hands of the said Cundawaka Vencatashia the sum of one hundred Pagodas to be by him Invested in sundry goods on your Orators account and your Orator shews that the said Cundawaka Venkatasia having contrary to the Trust Reposed in him Converted the said sum of one hundred Pagodas to his own use Did for sometime abscond and your Orator shews that on his Return to this Place your Orator Did Demand from him the Discharge of the said Debt which the said Cundawaka Vencatasia being then unable to Pay Did Propose to give a note to your Orator for the same and accordingly the said Cundawaka Vencatasia Did make and give to your Orator one Cadjan note or writing under his hand Bearing Date the fifteenth Day of March Last Past thereby Promising to Pay the said sum of one hundred Pagodas to your Orator with Interest after the Rate of nine ℔ cent ℔ annum on [......] note will appear and your Orator shews that the said Cundawaka Vencatasia Did make and give to your Orator one other Cadjan note or writing under his hand Bearing Date the fifteenth Day of September Last thereby Promising to Repay the sum of Twenty five Pags. to your Orator with Interest after the Rate of nine ℔ cent ℔ annum on Demand as by Translate of said note will appear and your Orator shews that he hath frequently Demanded Payment of the Principal and Interest Due on the said several notes from the said Cundawaka Vencatasia But now so it is may it Please this Honble. Court the said Cundawaka

Vencatasia Refuses to satisfy his said engagements to your Orator to the end therefore that the said Cundawaka Vencatasia may upon his Corporal oath True & Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the Principal and Interest Due on the said several notes and that your Orator may have such further and other Releif in the Premises as shall be agreeable to Equity and good conscience.

I Do hereby acknowledge to have Received of Periatombe the sum of one hundred Pagodas which sum I Promise to Pay on Demand with Interest after the Rate of nine ℘ cent ℘ annum.

CUNDAWAKA VENCATASIA.

I do hereby acknowledge to have Received of Periatombe the sum of Twenty five Pagodas which sum I Promise to Pay on Demand with Interest after the Rate of nine ℘ cent ℘ ann. MARCH 15TH. 1731.

CUNDAWAKA VENCATASIA.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 10th. day of October Anno Domini 1732 Between Periatombe of Fort St. George Complainant and Cundawaka Vencatasia of the same Place Merchant Defendant. SEPTR. 15TH. 1732.

Upon Reading the Plantiffs Petition and also Translate of a note Dated the fifteenth Day of March Last and also Translate of one other note Dated the fifteenth Day of September Last and the Defendant appearing in Court and acknowledging the execution of the said notes and the Justness of the Plantiffs Demand This Court Doth think fitt to order and Decree and Doth accordingly order and Decree that the Defendant Do Pay unto the Plantiff the sum of one hundred and Twenty five Pagodas being the Principal money Due on the said Two notes with Interest after the Rate of Eight ℘ cent ℘ annum from their Respective Dates together with his costs of suit.

℘ Cur.

TO THE HONBLE. THE MAYORS COURT AT MADRASSPATNAM.

Humbly complaining sheweth unto this Honble. Court your Orator George Moreton Pitt Esqr. Administrator of all and singular the Goods and Chattles Rights and Credits of Joseph Walsh Late of Fort St. George Merchant Deceased. That the said Joseph Walsh had in his Lifetime sundry Dealings and accounts with Vishvanada Budriah shroff now being and Residing in Madrass whereby he the said Vishvanada Became considerably indebted to the said Joseph Walsh and your Orator shews that he hath at several times Received several sums of money from the said Vishvanada in part satisfaction of his said Debt and there still Remains Due to the said Deceaseds Estate the sum of nine hundred and ten Pagodas Twenty nine fannams and Twenty seven Cash as by an account current Ready to be Produced as this Honble. Court shall Direct will appear and your Orator shews that he hath frequently applyed to the said Vishvanada Budriah for Payment of the said sum of nine hundred and ten Pagodas Twenty nine fannams and twenty seven Cash But now so it is may it Please this Honble. Court that the said Vishvanadha Refuses to satisfy his said engagements to your Orator To the end therefore that the said Vishavanada may upon his Corporal oath True and Perfect answer make to all and every the matters aforesaid and be Decreed to Pay your Orator the said sum of Ninehundred and Ten Pagodas Twenty nine fannams and Twenty seven cash so Due to the Estate of the said Deceased as aforesaid and that your Orator may have such further and other Releif in the Premises as may be agreeable to Equity and good conscience.

WM. TERMIN
Attorney for the Compltt.

MAYORS COURT AT MADRASSPATNAM.

Tuesday the 14th. day of November Anno Domini 1732 Between George Mordeton [*sic*] Pitt Esqr. Administrator of all and singular the Goods and Chattles Rights and Credits of Joseph Walsh Deceased Complainant & Vishvanada shroff Defendant.

Upon Reading the Plantiffs Petition and also an account current Between the Defendant and the Estate of the said Joseph Walsh Dated the 14th. November Instant and the Defendant appearing in Court and acknowledging the said account to be fair and Just This Court doth think fitt to order and Decree and Doth accordingly order and Decree That the Defendant Do Pay unto the Plantiff the sum of nine hundred and ten Pagodas Twenty nine fannams and Twenty seven cash being the Ballance of the said account together with his costs of suit.

℘ Cur.

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